

### AUTHORIZED FEDERAL SUPPLY SERVICE INFORMATION TECHNOLOGY SCHEDULE PRICELIST

# INFORMATION TECHNOLOGY SCHEDULE 70 - GENERAL PURPOSE COMMERCIAL INFORMATION TECHNOLOGY EQUIPMENT, SOFTWARE AND SERVICES

#### HumanTouch, LLC

7918 Jones Branch Drive, Suite 800 McLean, VA 22102

> Phone: (703) 910-5090 Fax: (703) 991-0702

Email: info@humantouchllc.com

www.humantouchllc.com

#### **Contract Administration:**

Marc Hersh Contracts Manager Phone: (703) 910-5090, Ext. 23

Email: GSAschedule@humantouchllc.com

### **Contract Number: GS-35F-0376N**

Period Covered by Contract: 11 MARCH 2013 - 10 MARCH 2018

SIN 132-33 - PERPETUAL SOFTWARE LICENSES: SUBJECT TO COOPERATIVE PURCHASING Includes operating system software, application software, EDI translation and mapping software, enabled E-mail message based products, Internet software, database management programs, and other software. Software maintenance as a product includes the publishing of bug/defect fixes via patches and updates/upgrades in function and technology to maintain the operability and usability of the software product. It may also include other no charge support that is included in the purchase price of the product in the commercial marketplace. No charge support includes items such as user blogs, discussion forums, on-line help libraries and FAQs (Frequently Asked Questions), hosted chat rooms, and limited telephone, email and/or web-based general technical support for users self diagnostics. Sub categories include: Ancillary Financial Systems Software, Application Software, Communications Software, Core Financial Management Software, Electronic Commerce (EC) Software, Large Scale Computers, Microcomputers, Operating System Software, Special Physical, Visual, Speech, and Hearing Aid Software. Provide specific information and Utility Software. Software maintenance as a product does NOT include the creation, design, implementation, integration, etc. of a software package. These examples are considered software maintenance as a service under SIN 132.34 Software Maintenance as a Service. Software Maintenance as a product is billed at the time of purchase.

**SIN 132-34 - MAINTENANCE OF SOFTWARE:** SUBJECT TO COOPERATIVE PURCHASING Software maintenance as a service creates, designs, implements, and/or integrates customized changes to software that solve one or more problems and is not included with the price of the software. Software maintenance as a service includes person-to-person communications regardless of the medium used to communicate: telephone support, on-line technical support, customized support, and/or technical expertise which are charged commercially. Software maintenance as a service is billed in arrears in accordance with 31 U.S.C. 3324.

### SIN 132-50 - TRAINING COURSES FOR INFORMATION TECHNOLOGY EQUIPMENT AND SOFTWARE: SUBJECT TO COOPERATIVE PURCHASING Includes training

#### SIN 132-51 - INFORMATION TECHNOLOGY (IT) PROFESSIONAL SERVICES: SUBJECT TO

COOPERATIVE PURCHASING Includes resources and facilities management, database planning and design, systems analysis and design, network services, programming, conversion and implementation support, network services project management, data/records management, and other services relevant to 29CFR541.400.

FPDS Code D301	IT Facility Operation and Maintenance
FPDS Code D302	IT Systems Development Services
FPDS Code D306	IT Systems Analysis Services
FPDS Code D307	Automated Information Systems Design and Integration Services
FPDS Code D308	Programming Services
FPDS Code D310	IT Backup and Security Services
FPDS Code D311	IT Data Conversion Services
FPDS Code D316	IT Network Management Services

FPDS Code D399 Other Information Technology Services, Not Elsewhere Classified

Note 1: All non-professional labor categories must be incidental to and used solely to support hardware, software and/or professional services, and cannot be purchased separately.

Note 2: Offerors and Agencies are advised that the Group 70 Information Technology Schedule is not to be used as a means to procure services which properly fall under the Brooks Act. These services include, but are not limited to, architectural, engineering, mapping, cartographic production, remote sensing, geographic information systems, and related services. FAR 36.6 distinguishes between mapping services of an A/E nature and mapping services which are not connected nor incidental to the traditionally accepted A/E Services.

Note 3: This solicitation is not intended to solicit for the reselling of IT Professional Services, except for the provision of implementation, maintenance, integration, or training services in direct support of a product. Under such circumstances the services must be performance by the publisher or manufacturer or one of their authorized agents.

#### General Services Administration Federal Acquisition Service

Pricelist current through 3/9/2018 Modification #\_PO-0014, dated \_03/29/2013. Products and ordering information in this Authorized Information Technology Schedule Pricelist are also available on the GSA Advantage! System (<a href="http://www.gsaadvantage.gov">http://www.gsaadvantage.gov</a>).



### **Table of Contents**

INFORMATION FOR ORDERING OFFICES APPLICABLE TO ALL SPECIAL ITEM	
NUMBERS	4
TERMS AND CONDITIONS FOR PERPETUAL USE SOFTWARE (132-33) AND	
SOFTWARE MAINTENANCE (132-34)	. 13
TERMS AND CONDITIONS FOR TRAINING (132-50)	. 22
TERMS AND CONDITIONS FOR PURCHASE OF PROFESSIONAL SERVICES (132-51)	25
LABOR CATEGORIES DESCRIPTION	. 30
GSA PRICES FOR PROFESSIONAL SERVICES (132-51)	. 47
GSA PRICES FOR SOFTWARE 132-33, SOFTWARE MAINTENANCE132-34, &	
TRAINING	. 49
USA COMMITMENT TO PROMOTE SMALL BUSINESS PARTICIPATION	
PROCUREMENT PROGRAMS	. 52
BLANKET PURCHASE AGREEMENT SAMPLE	. 53

HumanTouch, LLC© Page 3 of 55

# INFORMATION FOR ORDERING OFFICES APPLICABLE TO ALL SPECIAL ITEM NUMBERS

#### **SPECIAL NOTICE TO AGENCIES: Small Business Participation**

SBA strongly supports the participation of small business concerns in the Federal Supply Schedules Program. To enhance Small Business Participation SBA policy allows agencies to include in their procurement base and goals, the dollar value of orders expected to be placed against the Federal Supply Schedules, and to report accomplishments against these goals.

For orders exceeding the micro purchase threshold, FAR 8.404 requires agencies to consider the catalogs/pricelists of at least three schedule contractors or consider reasonably available information by using the GSA Advantage!<sup>TM</sup> on-line shopping service (http://www.gsaadvantage.gov). The catalogs/pricelists, GSA Advantage!<sup>TM</sup> and the Federal Supply Service Home Page (http://www.gsaadvantage.gov) contains information on a broad array of products and services offered by small business concerns.

This information should be used as a tool to assist ordering activities in meeting or exceeding established small business goals. It should also be used as a tool to assist in including small, small disadvantaged, and women-owned small businesses among those considered when selecting pricelists for a best value determination.

For orders exceeding the micro purchase threshold, customers are to give preference to small Business concerns when two or more items at the same delivered price will satisfy their requirement.

#### 1. GEOGRAPHIC SCOPE OF CONTRACT:

The geographic scope of this contract is the 48 contiguous states, the District of Columbia, Alaska, Hawaii, the Commonwealth of Puerto Rico, and all Government installations and/or agencies abroad.

#### 2. CONTRACTOR'S ORDERING ADDRESS AND PAYMENT INFORMATION:

HumanTouch, LLC 7918 Jones Branch Drive, Suite 800 McLean, VA 22102

ATTN: Marc Hersh: GSAschedule@humantouchllc.com

HumanTouch, LLC will accept the Government purchase card for payments oral or written delivery orders. In addition, bank account information for wire transfer payments will be shown on the invoice.

The following telephone number(s) can be used by ordering agencies to obtain technical and/or ordering assistance: (703) 910-5090

HumanTouch, LLC© Page 4 of 55

#### 3. LIABILITY FOR INJURY OR DAMAGE

The Contractor shall not be liable for any injury to Government personnel or damage to Government property arising from the use of equipment maintained by the Contractor, unless such injury or damage is due to the fault or negligence of the Contractor.

### 4. STATISTICAL DATA FOR GOVERNMENT ORDERING OFFICE COMPLETION OF STANDARD FORM 279:

Block 9: G. Order/Modification under Federal Schedule

Block 16: Data Universal Numbering System (DUNS) Number: 843919197

Block 30: Type of Contractor: B. Other Small Business

Block 36: Contractor's Taxpayer Identification Number (TIN): 54-1913568

4a. CAGE Code: **1XS43** 

4b. Contractor has registered with the System for Award Management (SAM).

#### 5. FOB:

Destination

#### 6. DELIVERY SCHEDULE

6a. TIME OF DELIVERY: The Contractor shall deliver to destination within the number of calendar days after receipt of order (ARO), as set forth below:

SPECIAL ITEM NUMBER	DELIVERY TIME (Days ARO)
132-33	As negotiated between the government and contractor
132-34	As negotiated between the government and contractor
132-50	As negotiated between the government and contractor
132-51	As negotiated between the government and contractor

6b. URGENT REQUIREMENTS: When the Federal Supply Schedule contract delivery period does not meet the bona fide urgent delivery requirements of an ordering agency, agencies are encouraged, if time permits, to contact HumanTouch, LLC for the purpose of obtaining accelerated delivery. HumanTouch, LLC shall reply to the inquiry within 3 workdays after receipt. (Telephonic replies shall be confirmed by the Contractor in writing.) If HumanTouch, LLC offers an accelerated delivery time acceptable to the ordering agency, any order(s) placed pursuant to the agreed upon accelerated delivery time frame shall be delivered within this shorter delivery time and in accordance with all other terms and conditions of the contract.

#### 7. DISCOUNTS:

Prices shown are NET Prices; Basic Discounts have been deducted.

- a. Prompt Payment for SIN 132-51: 1% \_10 days from receipt of invoice or date of acceptance, whichever is later. For other SINs, if applicable, shall be shown on the invoice.
- b. Quantity: None

HumanTouch, LLC© Page 5 of 55

c. Dollar Volume: None

d. Government Educational Institutions: Government Educational Institutions are offered the same discount as all other Government customers.

e. Other: None

#### 8. TRADE AGREEMENTS ACT OF 1979, AS AMENDED:

All items are U.S. made end products, designated country end products, Caribbean Basin country end products, Canadian end products, or Mexican end products as defined in the Trade Agreements Act of 1979, as amended.

#### 9. STATEMENT CONCERNING AVAILABILITY OF EXPORT PACKING:

N/A

#### 10. SMALL REQUIREMENTS:

The minimum dollar value of orders to be issued is \$100.00.

#### 11. MAXIMUM ORDER:

(All dollar amounts are exclusive of any discount for prompt payment.)

The Maximum Order value for the following Special Item Numbers (SINs) is \$500,000:

SIN 132-33 - PERPETUAL SOFTWARE LICENSES

SIN 132-34 - MAINTENANCE OF SOFTWARE

SIN 132-51 - INFORMATION TECHNOLOGY (IT) PROFESSIONAL SERVICES

The Maximum Order value for the following Special Item Numbers (SINs) is \$25,000: SIN 132-50 - TRAINING COURSES FOR INFORMATION TECHNOLOGY EQUIPMENT AND SOFTWARE

# 12. USE OF FEDERAL SUPPLY SERVICE INFORMATION TECHNOLOGY SCHEDULE CONTRACTS.

In accordance with FAR 8.404:

[NOTE: Special ordering procedures have been established for Special Item Numbers (SINs) 132-33, 132-34, 132-50 and 132-51 refer to the terms and conditions for those SINs.]

Orders placed pursuant to a Multiple Award Schedule (MAS), using the procedures in FAR 8.404, are considered to be issued pursuant to full and open competition. Therefore, when placing orders under Federal Supply Schedules, ordering offices need not seek further competition, synopsize the requirement, make a separate determination of fair and reasonable pricing, or consider small business set-asides in accordance with subpart 19.5. GSA has already determined the prices of items under schedule contracts to be fair and reasonable. By placing an order against a schedule using the procedures outlined below, the ordering office has concluded that the order represents the best value and results in the lowest overall cost alternative (considering price, special features, administrative costs, etc.) to meet the Government's needs.

HumanTouch, LLC© Page 6 of 55

- a. Orders placed at or below the micro-purchase threshold. Ordering offices can place orders at or below the micro-purchase threshold with any Federal Supply Schedule Contractor.
- b. Orders exceeding the micro-purchase threshold but not exceeding the maximum order threshold. Orders should be placed with the Schedule Contractor that can provide the supply or service that represents the best value. Before placing an order, ordering offices should consider reasonably available information about the supply or service offered under MAS contracts by using the "GSA Advantage!" on-line shopping service, or by reviewing the catalogs/pricelists of at least three Schedule Contractors and selecting the delivery and other options available under the schedule that meets the agency's needs. In selecting the supply or service representing the best value, the ordering office may consider-
  - i. Special features of the supply or service that are required in effective program performance and that are not provided by a comparable supply or service;
  - ii. Trade-in considerations;
  - iii. Probable life of the item selected as compared with that of a comparable item;
  - iv. Warranty considerations;
  - v. Maintenance availability;
  - vi. Past performance; and
  - vii. Environmental and energy efficiency considerations.
- c. Orders exceeding the maximum order threshold. Each schedule contract has an established maximum order threshold. This threshold represents the point where it is advantageous for the ordering office to seek a price reduction. In addition to following the procedures in paragraph b, above, and before placing an order that exceeds the maximum order threshold, ordering offices shall-
  - i. Review additional Schedule Contractors' catalogs/pricelists or use the "GSA Advantage!" on-line shopping service;
  - Based upon the initial evaluation, generally seek price reductions from the Schedule Contractor(s) appearing to provide the best value (considering price and other factors); and
  - iii. After price reductions have been sought, place the order with the Schedule Contractor that provides the best value and results in the lowest overall cost alternative. If further price reductions are not offered, an order may still be placed, if the ordering office determines that it is appropriate.

NOTE: For orders exceeding the maximum order threshold, the Contractor may:

HumanTouch, LLC© Page 7 of 55

- i. Offer a new lower price for this requirement (the Price Reductions clause is not applicable to orders placed over the maximum order in FAR 52.216-19 Order Limitations);
- ii. Offer the lowest price available under the contract; or
- iii. Decline the order (orders must be returned in accordance with FAR 52.216-19).
- d. Blanket purchase agreements (BPAs). The establishment of Federal Supply Schedule BPAs is permitted when following the ordering procedures in FAR 8.404. All schedule contracts contain BPA provisions. Ordering offices may use BPAs to establish accounts with Contractors to fill recurring requirements. BPAs should address the frequency of ordering and invoicing, discounts, and delivery locations and times.
- e. Price reductions. In addition to the circumstances outlined in paragraph c, above, there may be instances when ordering offices will find it advantageous to request a price reduction. For example, when the ordering office finds a schedule supply or service elsewhere at a lower price or when a BPA is being established to fill recurring requirements, requesting a price reduction could be advantageous. The potential volume of orders under these agreements, regardless of the size of the individual order, may offer the ordering office the opportunity to secure greater discounts. Schedule Contractors are not required to pass on to all schedule users a price reduction extended only to an individual agency for a specific order.
- f. Small business. For orders exceeding the micro-purchase threshold, ordering offices should give preference to the items of small business concerns when two or more items at the same delivered price will satisfy the requirement.
- g. Documentation. Orders should be documented, at a minimum, by identifying the Contractor the item was purchased from, the item purchased, and the amount paid. If an agency requirement in excess of the micro-purchase threshold is defined so as to require a particular brand name, product, or feature of a product peculiar to one manufacturer, thereby precluding consideration of a product manufactured by another company, the ordering office shall include an explanation in the file as to why the particular brand name, product, or feature is essential to satisfy the agency's needs.

# 13. FEDERAL INFORMATION TECHNOLOGY/TELECOMMUNICATION STANDARDS REQUIREMENTS:

Federal departments and agencies acquiring products from this Schedule must comply with the provisions of the Federal Standards Program, as appropriate (reference: NIST Federal Standards Index). Inquiries to determine whether or not specific products listed herein comply with Federal Information Processing Standards (FIPS) or Federal Telecommunication Standards (FED-STDS), which are cited by ordering offices, shall be responded to promptly by the Contractor.

13.1 FEDERAL INFORMATION PROCESSING STANDARDS PUBLICATIONS (FIPS PUBS): Information Technology products under this Schedule that do not conform to Federal Information Processing Standards (FIPS) should not be acquired unless a

HumanTouch, LLC© Page 8 of 55

waiver has been granted in accordance with the applicable "FIPS Publication." Federal Information Processing Standards Publications (FIPS PUBS) are issued by the U.S. Department of Commerce, National Institute of Standards and Technology (NIST), pursuant to National Security Act. Information concerning their availability and applicability should be obtained from the National Technical Information Service (NTIS), 5285 Port Royal Road, Springfield, Virginia 22161. FIPS PUBS include voluntary standards when these are adopted for Federal use. Individual orders for FIPS PUBS should be referred to the NTIS Sales Office, and orders for subscription service should be referred to the NTIS Subscription Officer, both at the above address, or telephone number (703) 487-4650.

#### 13.2 FEDERAL TELECOMMUNICATION STANDARDS (FED-STDS):

Telecommunication products under this Schedule that do not conform to Federal Telecommunication Standards (FED-STDS) should not be acquired unless a waiver has been granted in accordance with the applicable "FED-STD." Federal Telecommunication Standards are issued by the U.S. Department of Commerce, National Institute of Standards and Technology (NIST), pursuant to National Security Act. Ordering information and information concerning the availability of FED-STDS should be obtained from the GSA, Federal Supply Service, Specification Section, 470 East L'Enfant Plaza, Suite 8100, SW, Washington, DC 20407, telephone number (202) 619-8925. Please include a self-addressed mailing label when requesting information by mail. Information concerning their applicability can be obtained by writing or calling the U.S. Department of Commerce, National Institute of Standards and Technology, Gaithersburg, MD 20899, telephone number (301) 975-2833.

#### **14. SECURITY REQUIREMENTS:**

In the event security requirements are necessary, the ordering activities may incorporate, in their delivery orders, a security clause in accordance with current laws, regulations, and individual agency policy; however, the burden of administering the security requirements shall be with the ordering agency. If any costs are incurred as a result of the inclusion of security requirements, such costs will not exceed ten percent (10%) or \$100,000, of the total dollar value of the order, whichever is less.

#### 15. CONTRACT ADMINISTRATION FOR ORDERING OFFICES:

Any ordering office, with respect to any one or more delivery orders placed by it under this contract, may exercise the same rights of termination as might the GSA Contracting Officer under provisions of FAR 52.212-4, paragraphs (l) Termination for the Government's convenience, and (m) Termination for Cause (See C.1.)

#### 16. GSA ADVANTAGE!

GSA Advantage! is an on-line, interactive electronic information and ordering system that provides on-line access to vendors' schedule prices with ordering information. GSA

HumanTouch, LLC© Page 9 of 55

Advantage! will allow the user to perform various searches across all contracts including, but not limited to:

- a. Manufacturer:
- b. Manufacturer's Part Number; and
- c. Product categories.

Agencies can browse GSA Advantage! by accessing the Internet World Wide Web utilizing a browser (ex.: Internet Explorer). The Internet address is <a href="http://www.gsaadvantage.gov">http://www.gsaadvantage.gov</a>.

#### 17. PURCHASE OF OPEN MARKET ITEMS:

NOTE: Open Market Items are also known as incidental items, noncontract items, non-Schedule items, and items not on a Federal Supply Schedule contract.

For administrative convenience, an ordering office contracting officer may add items not on the Federal Supply Multiple Award Schedule (MAS) --referred to as open market items -- to a Federal Supply Schedule blanket purchase agreement (BPA) or an individual task or delivery order, only if-

- a. All applicable acquisition regulations pertaining to the purchase of the items not on the Federal Supply Schedule have been followed(e.g., publicizing (Part 5), competition requirements (Part 6), acquisition of commercial items (Part 12), contracting methods (Parts 13, 14, and 15), and small business programs (Part 19));
- b. The ordering office contracting officer has determined the price for the items not on the Federal Supply Schedule is fair and reasonable;
- c. The items are clearly labeled on the order as items not on the Federal Supply Schedule; and
- d. All clauses applicable to items not on the Federal Supply Schedule are included in the order.

#### 18. CONTRACTOR COMMITMENTS, WARRANTIES AND REPRESENTATIONS:

- a. For the purpose of this contract, commitments, warranties and representations include, in addition to those agreed to for the entire schedule contract:
  - i. Time of delivery/installation quotations for individual orders;
  - ii. Technical representations and/or warranties of products concerning performance, total system performance and/or configuration, physical, design and/or functional characteristics and capabilities of a product/equipment/ service/software package submitted in response to requirements which result in orders under this schedule contract.
  - iii. Any representations and/or warranties concerning the products made in any literature, description, drawings and/or specifications furnished by the Contractor.

HumanTouch, LLC© Page 10 of 55

b. The above is not intended to encompass items not currently covered by the GSA Schedule contract.

#### 19. OVERSEAS ACTIVITIES:

The terms and conditions of this contract shall apply to all orders for installation, maintenance and repair of equipment in areas listed in the pricelist outside the 48 contiguous states and the District of Columbia, except as indicated below:

-

Upon request of the Contractor, the Government may provide the Contractor with logistics support, as available, in accordance with all applicable Government regulations. Such Government support will be provided on a reimbursable basis, and will only be provided to the Contractor's technical personnel whose services are exclusively required for the fulfillment of the terms and conditions of this contract.

#### 20. BLANKET PURCHASE AGREEMENTS (BPAS):

Federal Acquisition Regulation (FAR) 13.303-1(a) defines Blanket Purchase Agreements (BPAs) as "...a simplified method of filling anticipated repetitive needs for supplies or services by establishing 'charge accounts' with qualified sources of supply." The use of Blanket Purchase Agreements under the Federal Supply Schedule Program is authorized in accordance with FAR 13.303-2(c)(3), which reads, in part, as follows:

"Federal Supply Schedule contractors, if not inconsistent with the terms of the applicable schedule contract."

Federal Supply Schedule contracts contain BPA provisions to enable schedule users to maximize their administrative and purchasing savings. This feature permits schedule users to set up "accounts" with Schedule Contractors to fill recurring requirements. These accounts establish a period for the BPA and generally address issues such as the frequency of ordering and invoicing, authorized callers, discounts, delivery locations and times. Agencies may qualify for the best quantity/volume discounts available under the contract, based on the potential volume of business that may be generated through such an agreement, regardless of the size of the individual orders. In addition, agencies may be able to secure a discount higher than that available in the contract based on the aggregate volume of business possible under a BPA. Finally, Contractors may be open to a progressive type of discounting where the discount would increase once the sales accumulated under the BPA reach certain prescribed levels. Use of a BPA may be particularly useful with the new Maximum Order feature. See the Suggested Format, contained in this Schedule Pricelist, for customers to consider when using this purchasing tool.

#### 21. CONTRACTOR TEAM ARRANGEMENTS:

Contractors participating in contractor team arrangements must abide by all terms and conditions of their respective contracts. This includes compliance with GSAM Clause 552.238-74 Industrial Funding Fee and Sales Reporting., i.e., each contractor (team member) must report sales and remit the IFF for all products and services provided under its individual contract.

HumanTouch, LLC© Page 11 of 55

#### 22. INSTALLATION, DEINSTALLATION, REINSTALLATION:

The Davis-Bacon Act (40 U.S.C. 276a-276a-7) provides that contracts in excess of \$2,000 to which the United States or the District of Columbia is a party for construction, alteration, or repair (including painting and decorating) of public buildings or public works with the United States, shall contain a clause that no laborer or mechanic employed directly upon the site of the work shall receive less than the prevailing wage rates as determined by the Secretary of Labor. The requirements of the Davis-Bacon Act do not apply if the construction work is incidental to the furnishing of supplies, equipment, or services. For example, the requirements do not apply to simple installation or alteration of a public building or public work that is incidental to furnishing supplies or equipment under a supply contract. However, if the construction, alteration or repair is segregable and exceeds \$2,000, then the requirements of the Davis- Bacon Act apply.

The requisitioning activity issuing the task order against this contract will be responsible for proper administration and enforcement of the Federal labor standards covered by the Davis-Bacon Act. The proper Davis-Bacon wage determination will be issued by the ordering activity at the time a request for quotations is made for applicable construction classified installation, deinstallation, and reinstallation services under SIN 132-8.

#### 23. SECTION 508 COMPLIANCE:

If applicable, Section 508 compliance information on the supplies and services in this contract are available in Electronic and Information Technology (EIT) at the following: in Electronic and Information Technology (EIT) at the following:

www.humantouchllc.com

http://www.corasworks.net

The EIT standard can be found at: <a href="www.Section508.gov/">www.Section508.gov/</a>.

#### 24. PRIME CONTRACTOR ORDERING FROM FEDERAL SUPPLY SCHEDULES:

Prime Contractors (on cost reimbursement contracts) placing orders under Federal Supply Schedules, on behalf of a Federal Agency, shall follow the terms of the applicable schedule and authorization and include with each order.

- a. A copy of the authorization from the Agency with whom the contractor has the prime contract (unless a copy was previously furnished to the Federal Supply Schedule contractor); and
  - b. The following statement:

This order is placed under written authorization from \_\_\_\_\_\_dated\_\_\_\_\_. In the event of any inconsistency between the terms and conditions of this order and those of your Federal Supply Schedule contract, the latter will govern.

HumanTouch, LLC© Page 12 of 55

# TERMS AND CONDITIONS FOR PERPETUAL USE SOFTWARE (132-33) AND SOFTWARE MAINTENANCE (132-34)

#### 1. INSPECTION/ACCEPTANCE

The Contractor shall only tender for acceptance those items that conform to the requirements of this contract. The ordering activity reserves the right to inspect or test any software that has been tendered for acceptance. The ordering activity may require repair or replacement of nonconforming software at no increase in contract price. The ordering activity must exercise its postacceptance rights (1) within a reasonable time after the defect was discovered or should have been discovered; and (2) before any substantial change occurs in the condition of the software, unless the change is due to the defect in the software.

#### 2. ENTERPRISE USER LICENSE AGREEMENTS REQUIREMENTS (EULA)

The Contractor shall provide all Enterprise User License Agreements in an editable Microsoft Office (Word) format. The EULA is listed under #13 of this section.

#### 3. GUARANTEE/WARRANTY

a. Unless specified otherwise in this contract, the Contractor's standard commercial guarantee/warranty as stated in the contract's commercial pricelist will apply to this contract.

Refer to the EULA listed under #13 of this section.

#### 4. TECHNICAL SERVICES

The Contractor, without additional charge to the ordering activity, shall provide a hot line technical support number **1-866-580-3115** for the purpose of providing user assistance and guidance in the implementation of the software. The technical support number is available from **8AM to 6PM EST**.

#### 5. SOFTWARE MAINTENANCE

a.	Softwar	e maintenance as it is defined: (select software maintenance type):
	X	. Software Maintenance as a Product (SIN 132-33)

Software maintenance as a product includes the publishing of bug/defect fixes via patches and updates/upgrades in function and technology to maintain the operability and usability of the software product. It may also include other no charge support that is included in the purchase price of the product in the commercial marketplace. No charge support includes items such as user blogs, discussion forums, on-line help libraries and FAQs (Frequently Asked Questions),

HumanTouch, LLC© Page 13 of 55

hosted chat rooms, and limited telephone, email and/or web-based general technical support for user's self diagnostics.

Software maintenance as a product does <u>NOT</u> include the creation, design, implementation, integration, etc. of a software package. These examples are considered software maintenance as a service.

Software Maintenance as a product is billed at the time of purchase.

X\_\_\_\_\_ 2. Software Maintenance as a Service (SIN 132-34)

Software maintenance as a service creates, designs, implements, and/or integrates customized changes to software that solve one or more problems and is not included with the price of the software. Software maintenance as a service includes person-to-person communications regardless of the medium used to communicate: telephone support, on-line technical support, customized support, and/or technical expertise which are charged commercially. Software maintenance as a service is billed arrears in accordance with 31 U.S.C. 3324.

Software maintenance as a service is billed in arrears in accordance with 31 U.S.C. 3324.

b. Invoices for maintenance service shall be submitted by the Contractor on a quarterly or monthly basis, after the completion of such period. Maintenance charges must be paid in arrears (31 U.S.C. 3324). PROMPT PAYMENT DISCOUNT, IF APPLICABLE, SHALL BE SHOWN ON THE INVOICE.

#### 6. PERIODS OF MAINTENANCE (SIN 132-34)

- a. The Contractor shall honor orders for periods for the duration of the contract period or a lessor period of time.
- b. Maintenance may be discontinued by the ordering activity on thirty (30) calendar days written notice to the Contractor.
- c. Annual Funding. When annually appropriated funds are cited on an order for maintenance, the period of the maintenance shall automatically expire on September 30 of the contract period, or at the end of the contract period, whichever occurs first. Renewal of the maintenance orders citing the new appropriation shall be required, if the maintenance is to be continued during any remainder of the contract period.
- d. Cross-Year Funding Within Contract Period. Where an ordering activity's specific appropriation authority provides for funds in excess of a 12 month (fiscal year) period, the ordering activity may place an order under this schedule contract for a period up to the expiration of the contract period, notwithstanding the intervening fiscal years.
- e. Ordering activities should notify the Contractor in writing thirty (30) calendar days prior to the expiration of an order, if the maintenance is to be terminated at that time. Orders for the

HumanTouch, LLC© Page 14 of 55

continuation of maintenance will be required if the maintenance is to be continued during the subsequent period.

### 7. CONVERSION FROM TERM LICENSE TO PERPETUAL LICENSE - Not Offered

#### 8. TERM LICENSE CESSATION - Not Offered

#### 9. UTILIZATION LIMITATIONS - (SIN 132-33, AND SIN 132-34)

- a. Software acquisition is limited to commercial computer software defined in FAR Part 2.101.
- b. When acquired by the ordering activity, commercial computer software and related documentation so legend shall be subject to the following:
  - (1) Title to and ownership of the software and documentation shall remain with the Contractor, unless otherwise specified.
  - (2) Software licenses are by site and by ordering activity. An ordering activity is defined as a cabinet level or independent ordering activity. The software may be used by any subdivision of the ordering activity (service, bureau, division, command, etc.) that has access to the site the software is placed at, even if the subdivision did not participate in the acquisition of the software. Further, the software may be used on a sharing basis where multiple agencies have joint projects that can be satisfied by the use of the software placed at one ordering activity's site. This would allow other agencies access to one ordering activity's database. For ordering activity public domain databases, user agencies and third parties may use the computer program to enter, retrieve, analyze and present data. The user ordering activity will take appropriate action by instruction, agreement, or otherwise, to protect the Contractor's proprietary property with any third parties that are permitted access to the computer programs and documentation in connection with the user ordering activity's permitted use of the computer programs and documentation. For purposes of this section, all such permitted third parties shall be deemed agents of the user ordering activity.
  - (3) Except as is provided in paragraph 8.b(2) above, the ordering activity shall not provide or otherwise make available the software or documentation, or any portion thereof, in any form, to any third party without the prior written approval of the Contractor. Third parties do not include prime Contractors, subcontractors and agents of the ordering activity who have the ordering activity's permission to use the licensed software and documentation at the facility, and who have agreed to use the licensed software and documentation only in accordance with these restrictions. This provision does not limit the right of the ordering activity to use software, documentation, or information therein, which the ordering activity may already have or obtains without restrictions.

HumanTouch, LLC© Page 15 of 55

- (4) The ordering activity shall have the right to use the computer software and documentation with the computer for which it is acquired at any other facility to which that computer may be transferred, or in cases of Disaster Recovery, the ordering activity has the right to transfer the software to another site if the ordering activity site for which it is acquired is deemed to be unsafe for ordering activity personnel; to use the computer software and documentation with a backup computer when the primary computer is inoperative; to copy computer programs for safekeeping (archives) or backup purposes; to transfer a copy of the software to another site for purposes of benchmarking new hardware and/or software; and to modify the software and documentation or combine it with other software, provided that the unmodified portions shall remain subject to these restrictions.
- (5) "Commercial Computer Software" may be marked with the Contractor's standard commercial restricted rights legend, but the schedule contract and schedule pricelist, including this clause, "Utilization Limitations" are the only governing terms and conditions, and shall take precedence and supersede any different or additional terms and conditions included in the standard commercial legend.

#### 10. SOFTWARE CONVERSIONS - (SIN 132-33) - Not Offered

#### 11. DESCRIPTIONS AND EQUIPMENT COMPATIBILITY

All PC Hardware: a. Intel Pentium 4, Pentium M, Pentium D processor or better, or AMD K-8 (Athlon) or better b. 1.5 GHz or faster processor, • 256 MB internal RAM c. Windows XP, Windows 2003 or Windows 2008, with Microsoft Internet Explorer 6.0 or higher d. mouse e. Uninterruptible power supply for file server f. Tape Backup hardware and software g. PCAnywhere communications software installed on at least one workstation h. Anti-virus software installed.

#### 12. RIGHT-TO-COPY PRICING - Not Offered

The Contractor shall insert the discounted pricing for right-to-copy licenses.

### 13. TERMS AND CONDITIONS FOR THE USE OF CORASWORKS SOFTWARE AS FOLLOWS:

HumanTouch, LLC© Page 16 of 55

#### **CORASWORKS CORPORATION Software License Agreement – Server with Client version**

THIS PRODUCT CONTAINS SOFTWARE, THE USE OF WHICH IS LICENSED BY CORASWORKS CORPORATION ("CORASWORKS"), A HUMANTOUCH, LLC COMPANY, (CORASWORKS AND HUMANTOUCH COLLECTIVELY REFERENCED AS "CORASWORKS") TO THE GSA CUSTOMER ("USER") PURSUANT TO THE FOLLOWING TERMS. CORASWORKS IS WILLING TO GRANT USER A LICENSE TO USE THE SOFTWARE ONLY ON THE CONDITION THAT USER ACCEPTS ALL TERMS IN THIS AGREEMENT.

USER ACKNOWLEDGES THAT IT HAS READ THIS AGREEMENT, UNDERSTANDS IT, AND AGREES TO BE BOUND BY IT. IF USER DOES NOT AGREE TO ANY OF THE TERMS BELOW, CORASWORKS DOES NOT LICENSE THE SOFTWARE TO USER.

#### 1. Definitions.

- a. "Client Software" means that portion of Software that is installed on end user Personnel's peripheral devices such as desktop PC's, laptops, or mobile devices.
- b. "Documentation" means the manuals and other published material in hard copy or electronic form delivered with the Software or provided to User by CorasWorks which include information about the Software and its functional specifications.
- c. "GSA Schedule Price List" means a written document setting forth the fees for the use of the Software signed by User and an authorized representative of CorasWorks.
- d. "Order" means a GSA Customer Purchase Order.
- e. "Personnel" means User's employees, agents, consultants and/or independent contractors.
- f. "Revision" means a patch or version of the Software with minor changes and/or corrections.
- g. "Server" is defined as an instance of Microsoft Windows SharePoint Services and/or Microsoft SharePoint Portal Server and/or Microsoft Small Business Server and/or Microsoft Office SharePoint Server that is connected to one or more configuration databases or content databases which are modified using the Software. Each instance is a separate installation of Software.
- h. "Software" means the standard, unmodified computer program in object code form from CorasWorks (together with any accompanying Documentation, Upgrades, databases, modifications and enhancements thereto) and any copies thereof. Software shall also include the accompanying security device (if any) and may include sublicensed software that CorasWorks has obtained under license.
- i. "Upgrade" means a version of the Software with new features and/or significant enhancements.
- j. "Use" means copying, storing, loading, installing, executing or displaying the Software in User's normal operations. Use is limited to the type of operations described in the Documentation solely to process User's own work and specifically excludes any service bureau or time-share services to third parties without CorasWorks' prior written consent, which consent may be withheld or denied in CorasWorks' sole and absolute discretion.
- k. "User" means the office, bureau, division or other unit of a Federal Government agency identified in an Order pursuant to which the license herein is granted.

#### 2. Ownership and Definition.

This License Agreement is for the license of the Software and is not a sale. Title, ownership rights, and intellectual property rights (including without limitation all applicable rights to patents, copyrights, trademarks and trade secrets applicable thereto) in and to the Software (including without limitation, any images, data, animations, video, audio, music, and text incorporated into the Software), and all copies of the Software, are owned by CorasWorks or its licensor(s), as applicable, and are protected by U.S. copyright laws and international copyright treaties, as well as other intellectual property laws, treaties,

HumanTouch, LLC© Page 17 of 55

and federal trade secret laws. User's rights to Use the Software are limited to those specified herein. Nothing in this License Agreement constitutes a waiver of CorasWorks' rights under U.S. or international copyright law or any other federal law.

#### 3. Terms of Agreement.

The terms of this License Agreement, supersede the terms of any on-screen License Agreement found within the Software. Updates and versions of the Software may be licensed to User by CorasWorks with additional or different terms.

#### 4. License and Restrictions.

- **a. Authorized Use.** Subject to the terms and conditions hereof, CorasWorks grants User a limited, non-exclusive, non-transferable, non-sublicensable, worldwide, perpetual license to Use the Software (excluding Upgrades unless rights to use the same have been separately granted to User through the execution of a new or modified GSA Customer Purchase Order ("Order")), solely in the form of machine-readable, executable object code.
- **b.** General Use. User may install the Software on the number of Servers indicated in an applicable Order which are owned or controlled by User for use by its Personnel. User may also install Client Software on an unlimited number of client devices of Personnel to be used with Servers that are licensed under the terms of this Agreement.
- **c.** Copies. User may make any number of copies of the Software. User must reproduce all copyright and other proprietary or restricted rights notices on all such copies. User may copy the Documentation only for internal Use within User's organization.
- **d. Business Purposes.** User may use the Software to facilitate communication among User's Personnel but User may not use it to provide services to third parties on a rental, hosting, application provider or similar basis such as is done by hosting companies, service bureaus or similar organizations nor is User permitted to re-license or resell the Software.
- **e.** Additional Restrictions. User acknowledges and agrees that the continued integrity of the Software and CorasWorks' obligations under this License Agreement are dependent upon and subject to the proper Use and maintenance of the Software by User and its authorized Personnel. Proper Use and maintenance means that User will install, maintain and Use the Software according to the Documentation supplied by CorasWorks, that User will follow CorasWorks' instructions for installing Upgrades and for correcting and circumventing bugs, and abide by all of the terms of this License Agreement. Without CorasWorks' prior written consent, User may not:
  - i. remove any proprietary notices or labels on the Software or any copies thereof;
  - ii. copy (except as specifically permitted in this License Agreement), distribute, rent, lease, export, sublicense or otherwise transfer all or any portion of the Software or the rights therein or thereto:
  - iii. reverse engineer, decompile, disable any control feature, or otherwise create the source code from the object code of the Software except as authorized by the Documentation;
  - iv. permit individuals not authorized hereunder to Use the Software, and User agrees to take all reasonable steps to prevent such Use;
  - v. modify, adapt, alter, translate, or create derivative works from the Software; or
  - vi. permit Personnel to commit any act that violates the terms of this Agreement, and User agrees to take all reasonable steps to prevent such violations.

HumanTouch, LLC© Page 18 of 55

#### 5. Warranties

- a. CorasWorks represents and warrants that CorasWorks uses commercially reasonable methods to detect and prevent computer intrusions, viruses or other technological means of incorporating harmful code into the Software whose purpose is to disrupt, damage or interfere with the User's computer(s) ("Harmful Code"). Harmful Code shall include, without limitation, any automatic restraint, virus, worm, Trojan horse, time-bomb, or trap-door.
- b. CorasWorks represents and warrants that the Software does not contain any "time bomb" or other functions, routines, devices or instructions intended to prevent access to the Software or to interrupt User's operation of the Software or other software or hardware.
- c. CorasWorks represents and warrants that to the best of CorasWorks 'knowledge and belief the Software does not infringe any patent right of a third party, and that no adverse claims exist as to the Software.
- d. To the extent that the Software is copyrighted and/or patented, CorasWorks warrants and represents that it is the copyright and/or patent owner or licensee of the copyright and/or patent owner(s) of the Software. CorasWorks warrants and represents that it has the unqualified right to make the Software available to User and to grant licenses under the terms of this Agreement.

#### 6. Limitation of Warranties.

- a. THE SOFTWARE IS PROVIDED "AS IS" AND CORASWORKS MAKES NO WARRANTY AS TO ITS USE OR PERFORMANCE, AND THE ENTIRE RISK AS TO SATISFACTORY QUALITY, ACCURACY, AND EFFORT IS WITH THE USER. CORASWORKS DOES NOT AND CANNOT WARRANT THE PERFORMANCE OR RESULTS USER MAY OBTAIN BY USING THE SOFTWARE. EXCEPT FOR THE WARRANTIES IN SECTION 5 ABOVE, AND TO THE MAXIMUM EXTENT PERMITTED BY APPLICABLE LAW CORASWORKS DISCLAIMS ALL WARRANTIES, EXPRESS OR IMPLIED, INCLUDING BUT NOT LIMITED TO ANY WARRANTIES OF MERCHANTABILITY OR FITNESS FOR A PARTICULAR PURPOSE, AND ALL WARRANTIES OF TITLE, NONINTERFERENCE AND NONINFRINGEMENT. USER ACKNOWLEDGES AND AGREES THAT IT HAS NOT RELIED ON ANY ORAL INFORMATION OR ADVICE, WHETHER GIVEN BY CORASWORKS, ITS SUPPLIERS, DEALERS, DISTRIBUTORS, AGENTS, OR EMPLOYEES.
- b. IN NO EVENT WILL CORASWORKS BE LIABLE FOR ANY INDIRECT, SPECIAL, INCIDENTAL, CONSEQUENTIAL OR PUNITIVE DAMAGES, OR ANY DAMAGES RELATED TO LOSS OF USE, DATA, SOFTWARE, BUSINESS, PROFITS OR GOODWILL, WORK STOPPAGE, OR ANY OTHER COMMERCIAL DAMAGES OR LOSSES, ARISING IN CONTRACT, TORT OR OTHERWISE, EVEN IF CORASWORKS HAS KNOWLEDGE OF THE POTENTIAL LOSS OR DAMAGE. USER ACCEPT THE TERMS AND CONDITIONS OF THIS LICENSE AGREEMENT WITH THE UNDERSTANDING THAT CORASWORKS' LIABILITY IS LIMITED TO THE AMOUNT PAID FOR THE SOFTWARE LICENSE. USER FURTHER AGREE TO MITIGATE ALL LOSSES OR DAMAGES.
- c. Each party's entire liability to the other party under or related to this License Agreement shall not exceed all fees paid by User, (or, in the case of User, required to be paid by User), under this License Agreement.
- d. The foregoing limitations of liability shall not apply to either party's
  - (1) breach of confidentiality obligations;
  - (2) personal injury or death resulting from CorasWorks negligence;
  - (3) for fraud;

HumanTouch, LLC© Page 19 of 55

- (4) for any other matter for which liability cannot be excluded by law;
- (5) express remedies provided under any FAR, GSAR or Schedule 70 solicitation clauses incorporated into this contract; or
- (6) indemnification obligations set forth in this License Agreement, if any.
- e. CorasWorks and User acknowledge and agree that the disclaimers, exclusions, and limitations of liability set forth in this section form an essential basis of this License Agreement, and that, absent any of such disclaimers, exclusion, or limitations of liability, the terms of this License Agreement, including without limitation the economic terms, would be substantially different.
- **7. Support Services.** User further acknowledges that CorasWorks shall have no obligation under this License Agreement to install the Software on User's equipment or to configure User's computer or systems for use with the Software. This License Agreement does not include technical support by CorasWorks. Support services may be available from CorasWorks pursuant to the execution of a new GSA Customer Purchase Order. User is solely responsible for support of its authorized end users.
- **8. Pricing and Payment.** Software fees for the license granted hereunder will be set forth in the GSA Schedule Price List and any applicable Order signed by User and an authorized representative of CorasWorks.
- **9. Term And Termination:** This License Agreement is perpetual unless terminated as set forth in the FAR, the underlying GSA Schedule Contract, and/or any applicable Orders. Upon termination of this License Agreement for any reason. User must promptly discontinue all use of the Software, erase all copies of the Software from User's (and its Personnel's) computers, destroy all copies of the Software and all Documentation, and certify in writing to CorasWorks that it has fully complied with these requirements. Sections will survive termination of this License Agreement for any reason.
- **10. Misuse or Modification.** The Software is intended for Use as specified in this License Agreement and in accordance with the Documentation.
- **11. Government End Users.** The Software is a "commercial item," as that term is defined in FAR 2.101. The User's rights to use the Software is limited to the terms and conditions stated herein pursuant to FAR 52.227-14 "Rights in Data" (May 2014), DFARS 252.227.7015 "Technical Data-Commercial Items" (Feb 2014) and other applicable DFARS provisions. The contractor/manufacturer is CorasWorks CORPORATION, 7918 Jones Branch Drive, Suite 800, McLean, Virginia 22102.
- 12. Export Controls; Taxes. User agrees that the Software will not be shipped, transferred or exported into any country or used in any manner prohibited by the United States Export Administration Act or any other U.S. export laws, restrictions or regulations. User is responsible for obtaining any and all required governmental authorizations required in connection with User's use of the Software, including, without limitation, any export or import licenses and foreign exchange permits. CorasWorks shall not be liable if any such authorization is delayed, denied, revoked, restricted or not renewed and User shall bear all risks and costs associated with such activities.
- 13. Compliance with Licenses. User agrees that upon request from CorasWorks or CorasWorks' authorized representative, it will within thirty (30) days fully document and certify that use of any and all CorasWorks Software at the time of the request is in conformity with the applicable licenses granted by CorasWorks and the terms and conditions of this License Agreement.

#### 14. General.

- **a. Installation.** Except as otherwise provided herein or as agreed between the parties, User is responsible for installation, management and operation of the Software.
- **b.** Governing Law; Venue. This License Agreement is governed by the Federal laws of the United States without regard to its conflict of laws principles.
- **c.** Waiver. No failure or delay on the part of any party in exercising any right or remedy provided in this License Agreement shall operate as a waiver thereof; nor shall any single or partial exercise of or

HumanTouch, LLC© Page 20 of 55

failure to exercise any such right or remedy preclude any other or further exercise thereof or the exercise of any other right or remedy under this License Agreement.

- **d. Assignment.** Neither this License Agreement nor any part hereof may be assigned by User without CorasWorks' prior written consent. Assignment by CorasWorks is subject to FAR 52.232-23 "Assignment of Claims" (May 2014) and FAR subpart 42.12 "Novation and Change-of-Name Agreements" (Sep. 2013). Any purported assignment in violation of the foregoing will be null, void and of no effect. This License Agreement shall be binding upon the parties' respective successors and permitted assigns.
- **e. Use of Name.** CorasWorks may include the name of User in its public list of customers, subject to the conditions stated in GSAM 552.203-71.
- **f. Force Majeure**. Pursuant to FAR 52.212-4(f), neither party to this License Agreement shall be liable for delays caused by an event of that is beyond the delaying party's control including acts of God, or the public enemy, acts of Government in its sovereign or contractual capacity, fires, floods, epidemics, quarantine restrictions, strikes, unusually severe weather and delays of common carriers
- **g. Severability.** If any provision of this License Agreement is held by a court of competent jurisdiction to be illegal, invalid or unenforceable, the remaining provisions shall remain in full force and effect.
- h. Entire Agreement; Amendment., This License Agreement and any other document attached hereto or delivered herewith, the underlying GSA Schedule Contract Schedule Price List and any applicable Orders, constitutes the entire agreement of the parties with respect to the subject matter hereof and supersede all previous and contemporaneous communications, presentations, quotations or agreements regarding the subject matter hereof. This Agreement, however shall not take precedence over the terms of the underlying GSA Schedule Contract or any specific, negotiated terms on the GSA Customer's Purchase Order. No waiver, alteration, modification, or cancellation of any of the provisions of this License Agreement shall be binding unless made in writing and signed by an authorized officer of both parties.
- **i. Headings.** The headings in this License Agreement are for purposes of reference only and shall not in any way limit or affect the meaning or interpretation of any of the terms hereof.

CorasWorks Cor	rporation	United States of America		
Signature	Date	Signature	Date	
Printed Name &	Title	Printed Name &	Title	

Copyright 2014. CorasWorks Corporation, a HumanTouch, LLC Company All rights reserved. Software License Agreement – Server version v.08.27.14.1

HumanTouch, LLC© Page 21 of 55

#### **TERMS AND CONDITIONS FOR TRAINING (132-50)**

#### 1. SCOPE

- a. The Contractor shall provide training courses normally available to commercial customers, which will permit ordering activity users to make full, efficient use of general purpose commercial IT products. Training is restricted to training courses for those products within the scope of this solicitation.
- b. The Contractor shall provide training at the Contractor's facility and/or at the ordering activity's location, as agreed to by the Contractor and the ordering activity.

#### 2. ORDER

Written orders, EDI orders (GSA Advantage! and FACNET), credit card orders, and orders placed under blanket purchase agreements (BPAs) shall be the basis for the purchase of training courses in accordance with the terms of this contract. Orders shall include the student's name, course title, course date and time, and contracted dollar amount of the course.

#### 3. TIME OF DELIVERY

The Contractor shall conduct training on the date (time, day, month, and year) agreed to by the Contractor and the ordering activity.

#### 4. CANCELLATION AND RESCHEDULING

- a. The ordering activity will notify the Contractor at least seventy-two (72) hours before the scheduled training date, if a student will be unable to attend. The Contractor will then permit the ordering activity to either cancel the order or reschedule the training at no additional charge. In the event the training class is rescheduled, the ordering activity will modify its original training order to specify the time and date of the rescheduled training class.
- b. In the event the ordering activity fails to cancel or reschedule a training course within the time frame specified in paragraph a, above, the ordering activity will be liable for the contracted dollar amount of the training course. The Contractor agrees to permit the ordering activity to reschedule a student who fails to attend a training class within ninety (90) days from the original course date, at no additional charge.
- c. The ordering activity reserves the right to substitute one student for another up to the first day of class.
- d. In the event the Contractor is unable to conduct training on the date agreed to by the Contractor and the ordering activity, the Contractor must notify the ordering activity at least seventy-two (72) hours before the scheduled training date.

#### 5. FOLLOW-UP SUPPORT

HumanTouch, LLC© Page 22 of 55

The Contractor agrees to provide each student with unlimited telephone support or online support for a period of one (1) year from the completion of the training course. During this period, the student may contact the Contractor's instructors for refresher assistance and answers to related course curriculum questions.

#### 6. PRICE FOR TRAINING

The price that the ordering activity will be charged will be the ordering activity training price in effect at the time of order placement, or the ordering activity price in effect at the time the training course is conducted, whichever is less.

#### 7. INVOICES AND PAYMENT

Invoices for training shall be submitted by the Contractor after ordering activity completion of the training course. Charges for training must be paid in arrears (31 U.S.C. 3324). PROMPT PAYMENT DISCOUNT, IF APPLICABLE, SHALL BE SHOWN ON THE INVOICE.

#### 8. FORMAT AND CONTENT OF TRAINING

- a. The Contractor shall provide written materials (i.e., manuals, handbooks, texts, etc.) normally provided with course offerings. Such documentation will become the property of the student upon completion of the training class.
- b. \*\*If applicable\*\* For hands-on training courses, there must be a one-to-one assignment of IT equipment to students.
- c. The Contractor shall provide each student with a Certificate of Training at the completion of each training course.
- d. The Contractor shall provide the following information for each training course offered:
  - (1) The course title and a brief description of the course content, to include the course format (e.g., lecture, discussion, hands-on training);
  - (2) The length of the course;
  - (3) Mandatory and desirable prerequisites for student enrollment;
  - (4) The minimum and maximum number of students per class;
  - (5) The locations where the course is offered;
  - (6) Class schedules; and
  - (7) Price (per student, per class (if applicable)).
- e. For those courses conducted at the ordering activity's location, instructor travel charges (if applicable), including mileage and daily living expenses (e.g., per diem charges) are governed by Pub. L. 99-234 and FAR Part 31.205-46, and are reimbursable by the ordering activity on orders placed under the Multiple Award Schedule, as applicable, in effect on the date(s) the

HumanTouch, LLC© Page 23 of 55

travel is performed. Contractors cannot use GSA city pair contracts. The Industrial Funding Fee does NOT apply to travel and per diem charges.

f. For Online Training Courses, a copy of all training material must be available for electronic download by the students.

Q	"NO	CHA	RCF"	TR	AINING
<i>)</i> .	110	$\mathbf{C}$		111	$\mathbf{u}$

The Contractor shall describe any training provided with equipment and/or software provided	
under this contract, free of charge, in the space provided below.	
	_

HumanTouch, LLC© Page 24 of 55

# TERMS AND CONDITIONS FOR PURCHASE OF PROFESSIONAL SERVICES (132-51)

\*\*\*\*NOTE: All non-professional labor categories must be incidental to, and used solely to support professional services, and cannot be purchased separately.

#### 1. SCOPE

- a. The prices, terms and conditions stated under Special Item Number 132-51 Information Technology Professional Services apply exclusively to IT Professional Services within the scope of this Information Technology Schedule.
- b. The Contractor shall provide services at the Contractor's facility and/or at the ordering activity location, as agreed to by the Contractor and the ordering activity.

#### 2. PERFORMANCE INCENTIVES

- a. Performance incentives may be agreed upon between the Contractor and the ordering activity on individual fixed price orders or Blanket Purchase Agreements under this contract.
- b. The ordering activity must establish a maximum performance incentive price for these services and/or total solutions on individual orders or Blanket Purchase Agreements.
- c. Incentives should be designed to relate results achieved by the contractor to specified targets. To the maximum extent practicable, ordering activities shall consider establishing incentives where performance is critical to the ordering activity's mission and incentives are likely to motivate the contractor. Incentives shall be based on objectively measurable tasks.
- d. The above procedures do not apply to Time and Material or labor hour orders.

#### 3. ORDER

- a. Agencies may use written orders, EDI orders, blanket purchase agreements, individual purchase orders, or task orders for ordering services under this contract. Blanket Purchase Agreements shall not extend beyond the end of the contract period; all services and delivery shall be made and the contract terms and conditions shall continue in effect until the completion of the order. Orders for tasks which extend beyond the fiscal year for which funds are available shall include FAR 52.232-19 (Deviation May 2003) Availability of Funds for the Next Fiscal Year. The purchase order shall specify the availability of funds and the period for which funds are available.
- b. All task orders are subject to the terms and conditions of the contract. In the event of conflict between a task order and the contract, the contract will take precedence.

#### 4. PERFORMANCE OF SERVICES

a. The Contractor shall commence performance of services on the date agreed to by the Contractor and the ordering activity.

HumanTouch, LLC© Page 25 of 55

- b. The Contractor agrees to render services only during normal working hours, unless otherwise agreed to by the Contractor and the ordering activity.
- c. The ordering activity should include the criteria for satisfactory completion for each task in the Statement of Work or Delivery Order. Services shall be completed in a good and workmanlike manner.
- d. Any Contractor travel required in the performance of IT Services must comply with the Federal Travel Regulation or Joint Travel Regulations, as applicable, in effect on the date(s) the travel is performed. Established Federal Government per diem rates will apply to all Contractor travel. Contractors cannot use GSA city pair contracts.

#### 5. STOP-WORK ORDER (FAR 52.242-15) (AUG 1989)

- (a) The Contracting Officer may, at any time, by written order to the Contractor, require the Contractor to stop all, or any part, of the work called for by this contract for a period of 90 days after the order is delivered to the Contractor, and for any further period to which the parties may agree. The order shall be specifically identified as a stop-work order issued under this clause. Upon receipt of the order, the Contractor shall immediately comply with its terms and take all reasonable steps to minimize the incurrence of costs allocable to the work covered by the order during the period of work stoppage. Within a period of 90 days after a stop-work is delivered to the Contractor, or within any extension of that period to which the parties shall have agreed, the Contracting Officer shall either-
  - (1) Cancel the stop-work order; or
  - (2) Terminate the work covered by the order as provided in the Default, or the Termination for Convenience of the Government, clause of this contract.
- (b) If a stop-work order issued under this clause is canceled or the period of the order or any extension thereof expires, the Contractor shall resume work. The Contracting Officer shall make an equitable adjustment in the delivery schedule or contract price, or both, and the contract shall be modified, in writing, accordingly, if-
  - (1) The stop-work order results in an increase in the time required for, or in the Contractor's cost properly allocable to, the performance of any part of this contract; and
  - (2) The Contractor asserts its right to the adjustment within 30 days after the end of the period of work stoppage; provided, that, if the Contracting Officer decides the facts justify the action, the Contracting Officer may receive and act upon the claim submitted at any time before final payment under this contract.
- (c) If a stop-work order is not canceled and the work covered by the order is terminated for the convenience of the Government, the Contracting Officer shall allow reasonable costs resulting from the stop-work order in arriving at the termination settlement.
- (d) If a stop-work order is not canceled and the work covered by the order is terminated for default, the Contracting Officer shall allow, by equitable adjustment or otherwise, reasonable costs resulting from the stop-work order.

HumanTouch, LLC© Page 26 of 55

#### 6. INSPECTION OF SERVICES

In accordance with FAR 52.212-4 Contract Terms and Conditions--Commercial Items (May 2014) for Firm-Fixed Price orders and FAR 52.212-4 Contract Terms and Conditions--Commercial Items (May 2014) Alternate I (May 2014) applies to Time-and-Materials and Labor-Hour Contracts orders placed under this contract.

#### 7. RESPONSIBILITIES OF THE CONTRACTOR

The Contractor shall comply with all laws, ordinances, and regulations (Federal, State, City, or otherwise) covering work of this character. If the end product of a task order is software, then FAR 52.227-14 (Dec 2007) Rights in Data – General, may apply.

#### 8. RESPONSIBILITIES OF THE ORDERING ACTIVITY

Subject to security regulations, the ordering activity shall permit Contractor access to all facilities necessary to perform the requisite IT Professional Services.

#### 9. INDEPENDENT CONTRACTOR

All IT Professional Services performed by the Contractor under the terms of this contract shall be as an independent Contractor, and not as an agent or employee of the ordering activity.

#### 10. ORGANIZATIONAL CONFLICTS OF INTEREST

#### a. Definitions.

"Contractor" means the person, firm, unincorporated association, joint venture, partnership, or corporation that is a party to this contract.

"Contractor and its affiliates" and "Contractor or its affiliates" refers to the Contractor, its chief executives, directors, officers, subsidiaries, affiliates, subcontractors at any tier, and consultants and any joint venture involving the Contractor, any entity into or with which the Contractor subsequently merges or affiliates, or any other successor or assignee of the Contractor.

An "Organizational conflict of interest" exists when the nature of the work to be performed under a proposed ordering activity contract, without some restriction on ordering activities by the Contractor and its affiliates, may either (i) result in an unfair competitive advantage to the Contractor or its affiliates or (ii) impair the Contractor's or its affiliates' objectivity in performing contract work.

b. To avoid an organizational or financial conflict of interest and to avoid prejudicing the best interests of the ordering activity, ordering activities may place restrictions on the Contractors, its affiliates, chief executives, directors, subsidiaries and subcontractors at any tier when placing orders against schedule contracts. Such restrictions shall be consistent with FAR 9.505 and shall be designed to avoid, neutralize, or mitigate organizational conflicts of interest that might otherwise exist in situations related to individual orders placed against the schedule contract. Examples of situations, which may require restrictions, are provided at FAR 9.508.

HumanTouch, LLC© Page 27 of 55

#### 11. INVOICES

The Contractor, upon completion of the work ordered, shall submit invoices for IT Professional services. Progress payments may be authorized by the ordering activity on individual orders if appropriate. Progress payments shall be based upon completion of defined milestones or interim products. Invoices shall be submitted monthly for recurring services performed during the preceding month.

#### 12. PAYMENTS

For firm-fixed price orders the ordering activity shall pay the Contractor, upon submission of proper invoices or vouchers, the prices stipulated in this contract for service rendered and accepted. Progress payments shall be made only when authorized by the order. For time-and-materials orders, the Payments under Time-and-Materials and Labor-Hour Contracts at FAR 52.212-4 Contract Terms and Conditions--Commercial Items (May 2014) for Firm-Fixed Price orders and FAR 52.212-4 Contract Terms and Conditions--Commercial Items (May 2014) Alternate I (May 2014) applies to time-and-materials orders placed under this contract. For labor-hour orders, the Payment under Time-and-Materials and Labor-Hour Contracts at FAR 52.212-4 Contract Terms and Conditions--Commercial Items (May 2014) for Firm-Fixed Price orders and FAR 52.212-4 Contract Terms and Conditions--Commercial Items (May 2014) Alternate I (May 2014) applies to labor-hour orders placed under this contract. 52.216-31(Feb 2007) Time-and-Materials/Labor-Hour Proposal Requirements—Commercial Item Acquisition As prescribed in 16.601(f)(3), insert the following provision:

- (a) The Government contemplates award of a Time-and-Materials or Labor-Hour type of contract resulting from this solicitation.
- (b) The offeror must specify fixed hourly rates in its offer that include wages, overhead, general and administrative expenses, and profit. The offeror must specify whether the fixed hourly rate for each labor category applies to labor performed by—
  - (1) The offeror;
  - (2) Subcontractors; and/or
  - (3) Divisions, subsidiaries, or affiliates of the offeror under a common control.

#### 13. RESUMES

Resumes shall be provided to the GSA Contracting Officer or the user ordering activity upon request.

#### 14. INCIDENTAL SUPPORT COSTS

Incidental support costs are available outside the scope of this contract. The costs will be negotiated separately with the ordering activity in accordance with the guidelines set forth in the FAR.

HumanTouch, LLC© Page 28 of 55

#### 15. APPROVAL OF SUBCONTRACTS

The ordering activity may require that the Contractor receive, from the ordering activity's Contracting Officer, written consent before placing any subcontract for furnishing any of the work called for in a task order.

#### 16. DESCRIPTION OF IT/IAM PROFESSIONAL SERVICES AND PRICING

- a. The Contractor shall provide a description of each type of IT Service offered under Special Item Numbers 132-51 IT Professional Services should be presented in the same manner as the Contractor sells to its commercial and other ordering activity customers. If the Contractor is proposing hourly rates, a description of all corresponding commercial job titles (labor categories) for those individuals who will perform the service should be provided.
- b. Pricing for all IT Professional Services shall be in accordance with the Contractor's customary commercial practices; e.g., hourly rates, monthly rates, term rates, and/or fixed prices, minimum general experience and minimum education.

On the following pages, HumanTouch, LLC provides our pricelist and a description of each type of IT Service offered under Special Item Numbers 132-51.

The diversity of HumanTouch, LLC's Consultants allows us to propose a large number and wide skill mix of labor categories.

HumanTouch, LLC possesses the Technical and business capabilities experience to be a strong industry partner. Our past performance clearly demonstrates our ability to produce outstanding technical results, and help our clients realize substantial financial benefits. Most importantly, our proven customer focus and uncompromising integrity enable us to forge the most mutually beneficial partnership possible -- a partnership based on trust earned by outstanding accomplishments.

HumanTouch, LLC© Page 29 of 55

#### LABOR CATEGORIES DESCRIPTION

#### ORIGINAL LABOR CATEGORY DESCRIPTIONS

"Note: All non-professional labor categories must be incidental to and used solely to support Hardware software, and/or professional services, and cannot be purchased separately."

#### 1. PROGRAM DIRECTOR

Minimum/General Experience: Ten (10) years of progressive experience, of which at least seven (7) must be specialized. Specialized experience includes: substantial project development and management from inception to deployment, proven expertise in the management and control of funds and resources, demonstrated capability in managing multitask contracts of this type and complexity, and management experience with Government task order contracts for support services similar to those requested in this RFP. General experience includes increasing responsibility in the analysis, engineering, design, standards development, and installation/implementation of services.

Functional Responsibility: The Program Director is responsible for the overall program performance. The Program Director serves as the overall manager of all contractor personnel assigned to any individual task order and all contractor functions performed under any task order, and serves as the authorized interface with the Government CO, designated representatives, management personnel, or agencies. The Program Director is responsible for all phases of program management, work flow, and resource management including: formulating and reviewing strategic plans; subcontractor management; supervising personnel and communicating policies, purposes, and goals of the organization to personnel; developing and managing efforts relative to implementing and marketing the program to agencies and other customers as authorized by law; assigning contractor schedules; and preparing oral and written status reports. The Program Director is responsible for the quality of the program and deliverables, timeliness, problem solving, risk assessment, and resolving discrepancies.

<u>Minimum Education</u>: Undergraduate degree in Computer Science, Information Systems, Engineering, Business or other related scientific or technical discipline and 10 years' experience. Acceptable substitute would be an advanced degree in the same fields and 5 years' experience.

#### 2. PROJECT MANAGER

<u>Minimum/General Experience</u>: Seven (7) or more years of work experience in the management of projects and tasks in the information technology field.

<u>Functional Responsibility</u>: Performs project management functions including: planning workload requirements to meet client requirements, preparing technical and price proposals, preparing invoicing, interviewing and hiring employees to meet client requirements, and providing professional consultation. Must have an understanding of business practices.

<u>Minimum Education</u>: Undergraduate degree in Computer Science, Information Systems, Engineering, Business or other related scientific or technical discipline and 7 years' experience.

HumanTouch, LLC© Page 30 of 55

Acceptable substitute would be an advanced degree in the same fields and 3 years' experience or an associate's degree or 2+ years of college and 10 years' experience.

#### 3. SENIOR SYSTEMS ENGINEER

<u>Minimum/General Experience</u>: Four (4) or more years of work experience directly related to systems engineering.

<u>Functional Responsibility:</u> Knowledge and proven experience in one or more of the following areas: operating systems and their applications in a networked (heterogeneous and homogenous) or stand-alone environment; system benchmarks and performance tuning; network protocols; network-based applications; systems planning, implementation and management for medium and large multi-user environments; system security issues and applications; network management software and platforms; various computer architectures and vendor lines; data storage technologies and their application in the IT environment; and various computer languages and software development methodologies. Designs complex network systems from requirements. Implements networks from plans. Reviews systems requirements. Analyzes, troubleshoots and develop solutions. Works independently at the highest technical level formulating creative solutions to diverse and highly complex technical or scientific assignments.

<u>Minimum Education</u>: Undergraduate degree in Computer Science, Information Systems, Engineering, Business or other related scientific or technical discipline and 4 years' experience.

#### 4. SYSTEMS ENGINEER

<u>Minimum/General Experience</u>: Two (2) or more years of work experience directly related to systems engineering.

<u>Functional Responsibility:</u> Knowledge and practical experience in one or more of the following areas: operating systems and their applications in a networked (heterogeneous and homogenous) or stand-alone environment; systems administration and configuration of at least two operating systems; and various computer languages and software development methodologies. Designs network systems from requirements. Implements networks from plans. Reviews systems requirements. Analyzes, troubleshoots and develops solutions.

<u>Minimum Education</u>: Undergraduate degree in Computer Science, Information Systems, Engineering, Business or other related scientific or technical discipline and 2 years' experience. Acceptable substitution would be a CCNA and 8 years' experience.

#### 5. SENIOR SYSTEMS ANALYST

<u>Minimum/General Experience</u>: Over five (5) years of technical experience, this applies to data analysis, computer programming, and/or systems requirements. Requires competence in all phases of systems analysis techniques and methods; also requires knowledge of available hardware, system software, input/output devices, structure and management practices.

<u>Functional Responsibility</u>: Analyzes business procedures and problems to understand data and automation needed to support those processes. Guide users in formulating requirements, advise

HumanTouch, LLC© Page 31 of 55

alternative approaches, and conducts evaluation studies. Develops and writes technical reports, findings, and recommendations related to the above.

<u>Minimum Education:</u> Undergraduate degree in Computer Science, Information Systems, Engineering, Business or other related scientific or technical discipline and 5 years' experience. Acceptable substitute would be 10 years' experience in directly related field.

#### 6. SYSTEMS ANALYST

<u>Minimum/General Experience</u>: Three (3) years of technical experience that applies to data analysis, computer programming, and/or systems requirements. Requires competence in all phases of systems analysis techniques and methods and also requires knowledge of available hardware, system software, input/output devices, structure and management practices.

<u>Functional Responsibility</u>: Analyzes business procedures and problems to understand data and automation needed to support those processes. Guide users in formulating requirements, advise alternative approaches, and conducts evaluation studies. Develops and writes technical reports, findings, and recommendations related to the above.

<u>Minimum Education</u>: Undergraduate degree in Computer Science, Information Systems, Engineering, Business or other related scientific or technical discipline and 3 years' experience. Acceptable substitution would be 6 years directly related experience.

#### 7. SENIOR PROGRAMMER

<u>Minimum/General Experience</u>: Five (5) or more years of work experience related to computer programming.

<u>Functional Responsibility</u>: Provides technical expertise in performing applications programming and systems analysis for database and software development and maintenance activities. Work will include software requirements, definition and design, applications development, and work with third and fourth generation computer languages and relational database management systems. Requires a working level of skill in programming structured languages such as C++ or C and related programming tools. Can supervise programmers or research assistants.

<u>Minimum Education</u>: Undergraduate degree in Computer Science, Information Systems, Engineering, Business or other related scientific or technical discipline and 5 years' experience. Acceptable substitute would be an advanced degree in the same fields and 2 years' experience.

#### 8. PROGRAMMER

<u>Minimum/General Experience</u>: Three (3) or more years of work experience related to computer programming.

<u>Functional Responsibility</u>: Provides technical expertise in performing applications programming and systems analysis for database and software development and maintenance activities. Work will include software requirement definition and design, applications development and work with third and fourth generation computer languages and relational database management systems.

HumanTouch, LLC© Page 32 of 55

Requires a working level of skill in programming structured languages such as C++ or C and related programming tools.

<u>Minimum Education</u>: Undergraduate degree in Computer Science, Information Systems, Engineering, Business or other related scientific or technical discipline and 3 years' experience. Acceptable substitute would be an advanced degree in the same fields and 1-year experience.

#### 9. SENIOR TELECOMMUNICATIONS CONSULTANT

Minimum/General Experience: Four (4) or more years of technical experience related to voice and data network configuration and design, state and federal telecommunications regulations and tariffs. Requires competence in all phases of telecommunications requirements definition, systems analysis and design methods; also requires knowledge of available hardware, software, system components, tariff and regulatory issues, vendors and competitive issues, applications, service pricing and management practices and must be an expert in at least one telecommunications discipline

<u>Functional Responsibility:</u> Analyze telecommunication environment and business procedures. Determine relevant business and technology issues. Assists users to determine business and technical requirements, presents alternative approaches top address requirements, and conducts evaluation studies. Performs technology research and writes technical reports, findings, and recommendations related to the above.

<u>Minimum Education:</u> Undergraduate degree in Computer Science, Information Systems, Engineering, Business or other related scientific or technical discipline and 4 years' experience.

#### 10. TELECOMMUNICATIONS CONSULTANT

Minimum/General Experience: Two (2) or more years of technical experience related to voice and data network configuration and design, state and federal telecommunications regulation and tariffs. Requires competence in all phases of telecommunications requirements definition, systems analysis and design methods; also requires knowledge of available hardware, software, system components, tariff and regulatory issues, vendors and competitive issues, applications, service pricing and management practices and must be an expert in at least one telecommunications discipline

<u>Functional Responsibility</u>: Analyzes telecommunications environment and business procedures. Determines relevant business and technology issues. Assists users to determine business and technical requirements, presents alternative approaches to address requirements, and conducts evaluation studies. Performs technology research and writes technical reports, findings, and recommendations related to the above.

<u>Minimum Education</u>: Undergraduate degree in Computer Science, Information Systems, Engineering, Business or other related scientific or technical discipline and 2 years' experience.

#### 11. TELECOMMUNICATIONS ANALYST

Minimum/General Experience: At least one (1) year of technical experience related to voice and data network configuration and design, state and federal telecommunications regulation and

HumanTouch, LLC© Page 33 of 55

tariffs. Requires competence in telecommunications requirements definition, systems analysis and design methods. Also requires knowledge of available hardware, software, system components tariff and regulatory issues, vendor and competitive issues, applications, service pricing and management practices.

<u>Functional Responsibility</u>: Performs research and data gathering related to the user's telecommunications environment and business procedures. Researches relevant business and technology details.

<u>Minimum Education</u>: Undergraduate degree in Computer Science, Information Systems, Engineering, Business or other related scientific or technical discipline and 1-year experience. Acceptable substitute would 4 years directly related experience.

#### 12. SENIOR TELECOMMUNICATIONS TECHNICIAN

Minimum/General Experience: A minimum of three (5) years' experience in installation, repair, and maintenance of electronic computer based systems and experience in the areas of voice and/or data systems. Must have OEM certification and direct work experience with various transmission media.

<u>Functional Responsibility</u>: Performs installation, adds, moves and changes of equipment, and system performance testing and evaluation activities. Inspects and reviews hardware installation, wiring, power, grounding, system database validation, and other activities to ensure quality installation. May be tasked to perform adjunct installation, de-installation, and relocation activities including, but not limited to, site preparation and installation and/or removal of cabling and wiring systems, terminal equipment, automated data processing services, and associated hardware and software. May be assigned to tasks requiring quality assurance testing of voice and data switching equipment. Performs remedial and preventive service to installed systems consistent with operational requirements and OEM design criteria.

Minimum Education: Must have BISCI certification and 5 years' experience.

#### 13. TELECOMMUNICATIONS TECHNICIAN

<u>Minimum/General Experience</u>: A minimum of three (3) years' experience in installation, repair, and maintenance of electronic computer based systems and experience in the areas of voice and/or data systems. Must have OEM certification and direct work experience with various transmission media.

<u>Functional Responsibility</u>: Performs installation, adds, moves and changes of equipment, and system performance testing and evaluation activities. Inspects and reviews hardware installation, wiring, power, grounding, system database validation, and other activities to ensure quality installation. May be tasked to perform adjunct installation, de-installation, and relocation activities including, but not limited to, site preparation and installation and/or removal of cabling and wiring systems, terminal equipment, automated data processing services, and associated hardware and software. May be assigned to tasks requiring quality assurance testing of voice and data switching equipment. Performs remedial and preventive service to installed systems consistent with operational requirements and OEM design criteria.

HumanTouch, LLC© Page 34 of 55

Minimum Education: Must have BISCI certification and 3 years' experience.

#### 14. SENIOR COMMUNICATIONS ENGINEER

<u>Minimum/General Experience</u>: Specialized and in-depth career focus in tele/data communication management. Four (4) years of progressive experience in data communication, specializing in transmission systems (theory and practice).

<u>Functional Responsibility</u>: Provides advanced engineering and analysis services in evaluating, designing, and maintaining highly complex network systems. Provide internal and external analysis services to management, members of the technical staff, and customers in providing highly complex network designs. Establish the overall technical approach. Perform analysis on the approach prior to design for feasibility and responsibility. During the entire process, review the design and technical decisions to ensure a continuity of effort. Provide technical expertise to the network designers.

<u>Minimum Education</u>: Undergraduate degree in Computer Science, Information Systems, Engineering, Business or other related scientific or technical discipline and 4 years' experience.

#### 15. SENIOR DATABASE ADMINISTRATOR

<u>Minimum/General Experience</u>: Six (6) or more years of technical experience in the development and maintenance of database systems. Should be experienced in current database technologies, data definition languages, data manipulation languages and database design.

<u>Functional Responsibility</u>: Serves as lead database administrator in the development and maintenance of databases, translates data requirements into a logical data structure, defines file organization, indexing methods, and security procedures. Perform database administration and management functions including: database loading, notion, data dictionary development, table development, and system performance tuning and operation. Works with relational database management systems (RDBMs) and third and fourth generation computer languages. Requires a high level of skill in database management with familiarity in multiple computer operating environments. May supervise lower level database administrators.

<u>Minimum Education</u>: Undergraduate degree in Computer Science, Information Systems, Engineering, Business or other related scientific or technical discipline and 6 years' experience. Acceptable substitute would be an advanced degree in the same fields and 3 years' experience.

#### 16. DATABASE ADMINISTRATOR

Minimum/General Experience: Two (2) or more years of technical experience this applies to database development and administration. Requires competence in all phases of database systems, concepts and methodologies. Also requires knowledge of the resident computer system, software, middleware, structure, management practices, and hardware including input/output devices

<u>Functional Responsibility</u>: Performs database administration and management functions including: database loading, notion, data dictionary development, table development, and system performance tuning and operation. Works with relational database management systems

HumanTouch, LLC© Page 35 of 55

(RDBMS) and third and fourth generation computer languages. Requires a high level of skill in database management with familiarity in SUN/Solaris computer operating environments.

<u>Minimum Education</u>: Undergraduate degree in Computer Science, Information Systems, Engineering, Business or other related scientific or technical discipline and 2 years' experience. Acceptable substitute would be 5 years' experience.

#### 17. SENIOR NETWORK ENGINEER

<u>Minimum/General Experience</u>: Four (4) or more years of work experience related to network engineering.

<u>Functional Responsibility:</u> Knowledge and practical experience in one or more of the following areas: site-specific computer hardware, applications software, operations systems software, and telecommunications devices. Considerable knowledge of networks and telecommunications procedures. Determines probable causes of malfunctions and hardware, applications and operating systems software and telecommunications. Troubleshoots users' problems by analyzing information provided by users. Corrects complex software and telecommunications malfunctions. Develops recommendations for efficient hardware and software installation and configurations. Writes procedures for computer and/or network operations to provide users with guidelines in efficient utilization of the network. Registers new users on the network and establishes users' functional security profiles to allow network availability to all users. Assists users in the area of quality assurance.

<u>Minimum Education</u>: Undergraduate degree in Computer Science, Information Systems, Engineering, Business or other related scientific or technical discipline and 4 years' experience.

#### 18. NETWORK ENGINEER

<u>Minimum/General Experience</u>: Three (3) or more years of work experience related to network engineering.

<u>Functional Responsibility</u>: Knowledge and practical experience in one or more of the following areas: site-specific computer hardware, applications software, operations systems software, and telecommunications devices. Knowledge of networks and telecommunications procedures. Determines probable causes of moderately complex-to-complex malfunctions and hardware, applications and operating systems software, and telecommunications. Troubleshoots users' problems by analyzing information provided by users. Develops recommendations for efficient hardware and software and software installation and configurations. Documents procedures for computer and/or network operations to provide users with guidelines in efficient utilization of the network.

<u>Minimum Education</u>: High school diploma or technical certification or technical training courses in a related discipline and 3 years' experience.

HumanTouch, LLC© Page 36 of 55

#### 19. SECURITY SPECIALIST

<u>Minimum/General Experience</u>: Five (5) or more years of experience in defining computer security requirements for high level applications, evaluation of approved security product capabilities and developing solutions to security problems.

<u>Functional Responsibility:</u> Analyzes and defines telecommunications security requirements. Designs, develops, engineers, implements operations and maintains the security systems. Gathers and organizes technical information about an organization's mission goals and needs, existing security products and ongoing programs related to security issues. Performs risk analyses to include risk assessment.

<u>Minimum Education:</u> Undergraduate degree in Computer Science, Information Systems, Engineering, Business or other related scientific or technical discipline and 5 years' experience. Acceptable substitute would be an advanced degree in the same fields and 2 years' experience.

#### 20. NETWORK INTEGRATION SPECIALIST

Minimum/General Experience: Two (2) or more years of experience in LAN/WAN

<u>Functional Responsibility</u>: Responsible for network system turnover. Configures Local Area Network, WAN and computer components on user systems. Supervises staff of network installers to ensure that the system components are installed to specification. Operates and troubleshoots network management system components in moderately complex networks. Maintains and operates existing networks, analyses and isolates problems, and takes appropriate corrective action. Maintains operational logs and records.

<u>Minimum Education</u>: High school diploma or technical certification or technical training courses in a related discipline and 2 years' experience.

#### 21. NETWORK INSTALLER

<u>Minimum/General Experience</u>: One (1) year of experience with personal computer systems and LAN installation.

<u>Functional Responsibility</u>: Installs network system infrastructure and related components to include: concentrators/ hubs, network interface cards (NICs), workstation and peripheral hardware, certifies that the network system infrastructure is ready for use, performs tests on installation components to ensure proper operation, and provides assistance to other members of the technical staff. Functional Responsibility: Performs computer systems and local area network administration functions including: system administration, system performance tuning, user operation, computer network and system troubleshooting, software and hardware installation and configuration work with third and fourth generation computer languages and relational database management systems. Requires a high level of skill in computer systems and LAN administration.

<u>Minimum Education</u>: High school diploma or technical certification or technical training courses in a related discipline and 1 years' experience.

HumanTouch, LLC© Page 37 of 55

#### 22. SENIOR LAN ADMINISTRATOR

<u>Minimum/General Experience</u>: Five (5) or more years of work experience related to computer systems, with at least three (3) years of solid system experience and network administration experience.

<u>Functional Responsibilities:</u> Performs computer systems and local area network administration functions including: system administration, system performance tuning, user operation, computer network and system troubleshooting, software and hardware installation and configuration work with third and fourth generation computer languages and relational database management systems. Requires a high level of skill in computer systems and LAN administration.

<u>Minimum Education:</u> Undergraduate degree in Computer Science, Information Systems, Engineering, Business or other related scientific or technical discipline and 5 years' experience. Acceptable substitute would Associates degree and 8 years' experience.

#### 23. LAN ADMINISTRATOR

<u>Minimum/General Experience</u>: Two (2) or more years of work experience related to computers, with at least one (1) year of solid system and network work experience.

<u>Functional Responsibility</u>: Assists the Senior Systems Administrator in performing computer systems and local area network administration functions including: system administration, system performance tuning, user optimization computer network and system troubleshooting, software and hardware installation and configuration, and working with third and fourth generation computer languages and relational database management systems. Requires skill in computer systems and LAN administration.

Minimum Education: High School Diploma or equivalent and 2 years' experience.

#### 24. SENIOR SYSTEMS ADMINISTRATOR

<u>Minimum/General Experience</u>: Five (5) or more years of work experience in computer systems with at least three (3) years of solid system and network administration experience.

<u>Functional Responsibility</u>: Performs computer systems and local area network administration functions including: system performance tuning, user optimization troubleshooting, software and hardware installation and configuration, work with third and fourth generation computer languages and relational database management systems. Requires a high level of skill in LAN administration, system administration, system performance tuning, user optimization, and computer network and system computer systems analysis, along with a working knowledge of database theory with specific experience in SUN/Solaris operating systems in the UNIX environment.

<u>Minimum Education</u>: Associates degree in Computer Science, Information Systems, Engineering, Business or other related scientific or technical discipline and 5 years' experience. Acceptable substitute would be 8 years directly related experience.

HumanTouch, LLC© Page 38 of 55

#### 25. SYSTEMS ADMINISTRATOR

<u>Minimum/General Experience</u>: Advanced applicable hardware and software certifications and three (3) or more years of work experience in LAN/WAN administration.

<u>Functional Responsibility</u>: Manages highly complex configurations of multiple file, communication, and print servers, as well as printers, modems and other peripherals. Makes changes to the LAN components and configuration. Assures proper operation of network printers and modems. Assists in the trouble shooting of user problems. Provides for the day-to-day operation and backup of multiple LAN file servers.

<u>Minimum Education:</u> Associates degree in Computer Science, Information Systems, Engineering, Business or other related scientific or technical discipline and three years' experience. Acceptable substitute would be 6 years of directly related experience.

#### 26. DATA SYSTEMS INTEGRATOR

<u>Minimum/General Experience</u>: Five (5) or more years of experience in the functional area along with appropriate technical experience in similar projects.

<u>Functional Responsibilities</u>: Lead the systems integration effort and assist senior level staff by providing expertise in integrating various data systems.

<u>Minimum Education</u>: Undergraduate degree in Computer Science, Information Systems, Engineering, Business or other related scientific or technical discipline and 5 years' experience.

#### 27. HELP DESK TECHNICAL SUPPORT III

<u>Minimum/General Experience</u>: 4 or more years of work experience related to computer software packages.

<u>Functional Responsibility</u>: Provide immediate assistance in response to software suite user's requests for help in the office automation suite and provide one-on-one training to newly arriving personnel. Requires expertise in the software suites in use in the office and the ability to training others in the use of the individual software packages.

Minimum Education: High school diploma and 2 years' experience.

#### 28. HELP DESK TECH SUPPORT II

<u>Minimum/General Experience</u>: 2 or more years of work experience related to computer software packages.

<u>Functional Responsibility</u>: Provide immediate assistance in response to software suite user's requests for help in the office automation suite and provide one-on-one training to newly arriving personnel. Requires expertise in the software suites in use in the office and the ability to training others in the use of the individual software packages.

Minimum Education: High school diploma and 2 years' experience

HumanTouch, LLC© Page 39 of 55

#### 29. HELP DESK TECH SUPPORT I

<u>Minimum/General Experience</u> 0-1 year of work experience related to computer software packages. 1-2 years experience in a high volume customer service environment. Course work in computer hardware/software.

<u>Functional Responsibility</u>: Provide immediate assistance in response to software suite user's requests for help in the office automation suite and provide one-on-one training to newly arriving personnel.

#### **30. DOCUMENTATION MANAGER**

<u>Minimum/General Experience</u>: At least three (3) years of technical writing and editing support in system development, automated office support systems, telecommunications documentation, and other technical material as required. A minimum of one (1) year editing experience in the technical publication field involving engineering, scientific or academic discipline is required.

<u>Functional Responsibility</u>: Prepares and edits telecommunications documentation incorporating information provided by the client, specialists, analysts, engineers, and operations personnel. Must have substantial knowledge of telecommunications and data systems and terminology. Duties include the writing, editing, and graphic presentation of technical information for both technical and non-technical personnel. Interprets technical documentation standards and prepares documentation according to defined standards. Is expected to communicate effectively in writing and orally with all levels of technical and management personnel, as required.

<u>Minimum Education</u>: Associate's degree in Business, English or other related field and 3 years' experience. Acceptable substitute would bean undergraduate's degree in a related field and 1 year experience.

#### 31. (\*)TECHNICAL ASSISTANT/CLERICAL

<u>Minimum/General Experience</u>: Must have at least one (1) year of technical typing experience, at least two (2) years general typing experience and formal training on Word Processing systems/software.

<u>Functional Responsibility</u>: Supporting the contractor staff, prepares draft and final-form technical documents, which will become Task Order deliverable items. Is expected to be familiar with telecommunications/data terminology and capable of typing at least forty (40) wpm. Is expected to be capable of typing technical narrative and data. Will be responsible for spelling, grammar, and proper format, and for proofreading finished documents. Is expected to use various word processing equipment with various software applications.

Minimum Education: High school diploma or equivalent and one-year experience.

(\*) This position is for support of the professional services and cannot be purchased separately.

HumanTouch, LLC© Page 40 of 55

#### ADDITIONAL LABOR CATEGORY DESCRIPTIONS REVISED 2/12/07

#### 32. LEAD PROJECT MANAGEMENT OFFICE (PMO) CONSULTANT

12 years total experience; with at least 6 years of project-related corporate level experience. Master's degree in engineering, science, business or project-related discipline. Four years of additional project- related experience may be substituted for the Master's Degree. Provide executive/corporate level management to evaluate and solve multifaceted and multi-disciplined project related problems. Provide corporate resources to project personnel. Provide guidance on interagency/interdepartmental projects to customer agency leaders and department heads. May perform as high-level subject matter expert on project-related matters as related to assessing regulatory compliance and potential impact on the customer's established procedures, organizational culture, or regulatory authority.

#### 33. SENIOR PROJECT MANAGEMENT OFFICE (PMO) CONSULTANT

10 years of program or project related management experience. Bachelor's degree engineering, science, business or project-related discipline. Two years of additional project-related experience may be substituted for each year short of the required degree. Responsible for overall direction, control and reporting of multiple projects. Provide technical and management guidance to ensure all schedule and cost objectives are achieved successfully. Develop project documentation including budgets, project schedules and various planning and implementation documents. Determine and acquire resources to complete projects. Responsible for the technical content and phases of project execution. Direct, advice and manage technical project staff. Provide management for projects involving a mixture of standard and nonstandard hardware and software items, multiple sites and special applications or processes for implementation.

#### 34. PROJECT MANAGEMENT OFFICE (PMO) ANALYST

7 years of experience in all aspects of software project management. Bachelor's degree in software engineering or other relevant field. Provide day-to-day management and coordination of software project activities, resources, and processes. Develop, maintain, and monitor a software project plan and schedule with estimates of software size, effort, human resources, schedule, computer resources, and cost. Ensure that adequate resources are allocated to project. Ensure that the project team members are trained to perform their roles and responsibilities effectively and efficiently. Ensure that product and process quality is achieved. Communicate with clients to ensure that key stakeholders are involved throughout the software project life-cycle. Track and communicate project status. Manage project issues and risks. Recognize and reward exceptional performance. Ensure that project is completed on time, within budget, with requirements met, and to the client's satisfaction.

#### 35. LEAD REQUIREMENTS ANALYST

10 years' experience as a computer systems analyst. Bachelor's degree in engineering, business, computer science, information systems management, or project-related discipline. Two years of additional project-related experience may be substituted for each year short of the required

HumanTouch, LLC© Page 41 of 55

degree. Conduct concept design, testing, validation, coding, and documentation of medium to large information systems. Analyze interactive computer systems, access languages and other object-oriented, high-order languages and GUI tools. Assist in development of project management and control systems and software tools. Assist in developing analytical tools and procedures to track, evaluate, and monitor project performance to system design or planned goals. Supervise systems analysts and manage or direct interdisciplinary tasks or projects.

#### **36. SENIOR REQUIREMENTS ANALYST**

5 years of related project experience. Bachelor's degree in engineering, business, computer science, information systems management, or project-related discipline. Two years of additional project-related experience may be substituted for each year short of the required degree. Develop, monitor and analyze project life cycle costs including concept development, requirements determination, requirements analysis, system development, system implementation, and operational support. Utilize Joint Application Design (JAD) methodologies, Computer Aided Software Engineering (CASE) tools and rapid prototyping techniques in systems development.

Plan, organize, lead and control multiple projects simultaneously. Interpret and apply government and industry cost estimating specifications, guidelines and regulations to the unique requirements of the project. Provide guidance to ensure all project objectives are achieved. Provide daily supervision and direction to support staff. Provide written specifications to programmers for software system development. Develop management procedures and processes and implement controls for integrating all budget information into master database. Analyze output of automated models for integration of site data and out year impacts on project technical performance, costs, and schedules.

#### 37. REQUIREMENTS ANALYST

3 years of related project experience. Bachelor's degree in engineering, business, computer science, information systems management, or project-related discipline. Two years of additional project-related experience may be substituted for each year short of the required degree. Monitor and analyze project life cycle costs including concept development, requirements determination, requirements analysis, system development, system implementation, and operational support. Utilize Joint Application Design (JAD) methodologies, Computer Aided Software Engineering (CASE) tools and rapid prototyping techniques in systems development. Apply government and industry cost estimating specifications, guidelines and regulations to the unique requirements of the project. Provide written specifications to programmers for software system development. Analyze management procedures and processes and implement controls for integrating all budget information into master database. Analyze output of automated models for integration of site data and out year impacts on project technical performance, costs, and schedules.

#### 38. JUNIOR REQUIREMENTS ANALYST

1 year experience as a systems analyst or programmer required. Bachelor's degree in engineering, business, computer science, information systems management, or project-related

HumanTouch, LLC© Page 42 of 55

discipline. Two years of additional project-related experience may be substituted for each year short of the required degree. Conduct concept design, testing, validation, coding, and documentation of small to medium information systems. Assist in analyzing interactive computer systems, access languages and other object-oriented, high-order languages and GUI tools. Assist in developing project management and control systems and software tools. Assist in developing analytical tools and procedures to track evaluate and monitor project performance to system design or planned goals.

#### 39. LEAD INFORMATION ASSURANCE (IA) ANALYST

Functions: Provide security architecture, policy and design guidance for business systems and networks. Individual may also provide Information Security Certification and Accreditation Support for applications, systems and networks in accordance with appropriate customer policies and processes. Qualifications: Master's degree in a technical field (Computer Science, MIS, and Engineering) required. Fifteen (15) plus years' experience may be substituted for degree. DOD Information Assurance Certification/Training a plus. Twelve (12) years of demonstrated analytical skills - the ability to translate security policy statements into an understanding of security tool implementation. Understanding of FIPs compliance issues and familiarity with the DOD Public Key Infrastructure required.

#### 40. SENIOR INFORMATION ASSURANCE (IA) ANALYST

Functions: Provide security architecture, policy and design guidance for business systems and networks. Individual will also provide Information Security Certification and Accreditation Support for applications, systems and networks in accordance with appropriate customer policies and processes.

Qualifications: Bachelor's degree in a technical field (Computer Science, MIS, and Engineering) required. Ten (10) plus years' experience may be substituted for degree. DOD Information Assurance Certification/Training a plus. Five (5) years of demonstrated analytical skills - the ability to translate security policy statements into an understanding of security tool implementation. Understanding of FIPs compliance issues and familiarity with the DOD Public Key Infrastructure required.

#### 41. INFORMATION ASSURANCE (IA) ANALYST

Functions: Individual will provide security architecture, policy and design guidance for business systems and networks. Individual will also provide Information Security Certification and Accreditation Support for applications, systems and networks in accordance with appropriate customer policies and processes. Qualifications: Associates degree in a technical field (Computer Science, MIS, and Engineering) required. Three (3) plus years' experience may be substituted for degree. DOD Information Assurance Certification/Training a plus. Two (2) years of demonstrated analytical skills - the ability to translate security policy statements into an understanding of security tool implementation. Understanding of FIPs compliance issues and familiarity with the DOD Public Key Infrastructure required.

HumanTouch, LLC© Page 43 of 55

#### 42. JUNIOR INFORMATION ASSURANCE (IA) ANALYST

Bachelor's degree in Electrical, Electronic or Computer engineering; computer science; or, a related field and 0-3 years' experience, of which at least 2 must be specialized experience. 3 years of additional applicable experience may be substituted for degree.

#### 43. LEAD SYSTEMS ARCHITECT

Functions: Establishes system information requirements using analysis of the information engineers in the development of enterprise-wide or large-scale information systems. Designs architecture to include the software, hardware, and communications to support the total requirements as well as provide for present and future cross functional requirements and interfaces. Ensures these systems are compatible and in compliance with the standards for open systems architectures, the Open Systems 26 Interconnection (OSI) and International Standards Organization (ISO) reference models, and profiles of standards - such as Institute of Electrical and Electronic Engineers (IEEE) Open Systems Environment (OSE) reference model - as they apply to the implementation and specification of Information Management solution of the application platform, across the application program interface (API), and the external environment/software application. Ensures that the common operating environment is TAFIM compliant. Evaluates analytically and systematically problems of work flows, organization, and planning and develops appropriate corrective action. Provides daily supervision and direction to staff.

Qualifications: In addition to or in combination with the below—A Bachelor' Degree in Computer Science, Information Systems, Engineering, or other related discipline. The Senior Systems Architect must have a minimum of ten (10) years' experience with three (3) of the last five (5) years in supervision of system architects, use of structured analysis, design methodologies and design tools (such as IDEFIX, entity relationship diagrams), and other design techniques. A Must have experience with object-oriented principles, and the logical and physical functional, operational, and technical architecture of large and complex information systems. An advanced degree in Computer Science, Information Systems, Engineering, or other related discipline may be substituted for two years of experience.

#### 44. SENIOR SYSTEMS ARCHITECT

Functions: Serves as the computer scientist and expert responsible for providing technical leadership and direction in supporting the application of sound software engineering concepts and practices to the acquisition of government embedded, real-time systems and information processing systems. The Senior Systems Architect advises, participates and supports projects and teams in the technical analysis of large, complex mission critical systems in defining systems and software architecture within the Federal Government.

Qualifications: A Bachelor's Degree in Engineering, Computer Science, Math, and Physics or in an appropriate discipline. The Senior System Architect must have a minimum of eight (8) years of experience three (3) of which shall be within the last five (5) years using object oriented

HumanTouch, LLC© Page 44 of 55

technology, or COTS/NDI, and using software engineering tools and techniques in the design, development and support of large complex mission critical in areas such as: testing and evaluation, software aspects of certification, and other software engineering subjects as well as rendering direct 50 software assistance to government projects. An advanced degree will account for two (2) years of experience.

#### 45. SYSTEMS ARCHITECT

6 years of experience in all aspects of hardware, networks, and systems software; has experience with designing technical and system architecture according to applicable industry standards. Bachelor's degree in software engineering or related technical field. Design and coordinate the implementation of the technical infrastructure and system architecture for a software development project. Coordinate with affected groups and vendors to ensure that all necessary deliverables and activities are completed on schedule. Resolve architecture and infrastructure issues (both technical and design) and implement solutions. Guide the configuration management of work products, application software, and other system components. Guide the design, integration and implementation of interfaces to optimize performance and capacity. Participate in the project's software Change Control Board. Mitigate and manage architecture and infrastructure risks. Coach and manage Database Administrators (DBAs) during system implementation or startup.

#### 46. SOFTWARE PROCESS IMPROVEMENT(SPI) SUBJECT MATTER EXPERT

Functions: Provides technical and administrative direction for personnel performing software development tasks, including the review of work products for correctness, adherence to the design concept and to user standards, and for progress in accordance with schedules. Coordinates with the Program and/or Project Manager to ensure problem solution and user satisfaction. Makes recommendations, if needed, for approval of major systems installations. Prepares milestone status reports and deliveries/presentations on the system concept to colleagues, subordinates, and end user representatives. Provides daily supervision and direction to support staff.

Qualifications: Bachelor's degree in Computer Science, Information Systems, Engineering, Business, or other related discipline. This position requires a minimum of six (6) years' experience, three (3) of which shall be within the last five (5) years and at least three (3) years must be specialized. Specialized experience includes: analysis and design of business applications on complex systems for large-scale computers, data base management, use or the programming languages such as ADA, COBOL, 4GL, and/or DBMS. Has knowledge of current storage and retrieval methods and demonstrated ability to formulate specifications for computer programmers to use in coding, testing, and debugging of computer programs. General experience includes increasing responsibilities in assignments of a technical nature. Proven ability to work independently or under only general direction on complex application problems involving all phases of systems analysis is required.

HumanTouch, LLC© Page 45 of 55

### 47. SENIOR SOFTWARE PROCESS IMPROVEMENT(SPI) ANALYST

11 years of experience in all aspects of software process assessment and improvement, with five years' work experience in development and management. Bachelor's degree in software engineering or other relevant field. Consult in software management and technical best practices. Assist clients and individual client Process Action Teams (PATS) in the development of software policies, procedures, and standards. Re-engineer and document software processes. Assist clients in establishing SPI infrastructure and metrics. Provide training in software process improvement, software engineering disciplines, and Software Engineering Institute's (SEI) Capability Maturity Model (CMM). Lead knowledge transfer programs. Coordinate and coach practitioners and managers in software process gap analysis, action planning and implementation, using SEI methods and the CMM. Conduct software process assessments and training. Consult in software project risk assessment and management. Consult in change management for software organizations.

#### 48. SOFTWARE PROCESS IMPROVEMENT(SPI) ANALYST

5 years of experience in all aspects of software process assessment and improvement, with five years' work experience in development and management. Bachelor's degree in software engineering or other relevant field. Assist with consulting in software management and technical best practices. Assist clients and individual client Process Action Teams (PATS) in the development of software policies, procedures, and standards. Re-engineer and document software processes. Assist clients in establishing SPI infrastructure and metrics. Assist with training in software process improvement, software engineering disciplines, and Software Engineering Institute's (SEI) Capability Maturity Model (CMM). Lead knowledge transfer programs. Coordinate and coach practitioners and managers in software process gap analysis, action planning and implementation, using SEI methods and the CMM. Conduct software process assessments and training. Consult in software project risk assessment and management. Consult in change management for software organizations.

HumanTouch, LLC© Page 46 of 55

## **GSA PRICES FOR PROFESSIONAL SERVICES (132-51)**

abor Category (Includes	03/10/2013	03/10/2014	03/10/2015	03/10/2016	03/10/2017
ustrial Funding Fee (IFF))	- 03/09/2014	- 03/09/2015	- 03/09/2016	- 03/09/2017	- 03/09/2018
m Director	\$221.58	\$221.58	\$227.12	\$232.80	\$238.62
t Manager	\$195.36	\$195.36	\$200.24	\$205.25	\$210.38
Systems Engineer	\$148.27	\$148.27	\$151.98	\$155.78	\$159.67
s Engineer	\$134.36	\$134.36	\$137.72	\$141.16	\$144.69
Systems Analyst	\$135.25	\$135.25	\$138.63	\$142.10	\$145.65
ns Analyst	\$94.05	\$94.05	\$96.40	\$98.81	\$101.28
Programmer	\$139.21	\$139.21	\$142.69	\$146.26	\$149.91
mmer	\$110.20	\$110.20	\$112.96	\$115.78	\$118.67
Telecommunication ltant	\$162.46	\$162.46	\$166.52	\$170.68	\$174.95
mmunications Consultant	\$135.54	\$135.54	\$138.93	\$142.40	\$145.96
mmunications Analyst	\$97.83	\$97.83	\$100.28	\$102.78	\$105.35
Telecommunications	\$99.82	\$99.82	\$100.28	\$102.78	\$107.50
cian	Ψ77.02	Ψ22.02	Ψ102.32	Ψ104.07	Ψ107.50
mmunications Technician	\$58.80	\$58.80	\$60.27	\$61.78	\$63.32
Communications Engineer	\$114.65	\$114.65	\$117.52	\$120.45	\$123.47
Database Administrator	\$167.60	\$167.60	\$171.79	\$176.08	\$180.49
ase Administrator	\$129.24	\$129.24	\$132.47	\$135.78	\$139.18
Network Engineer	\$145.27	\$145.27	\$148.90	\$152.62	\$156.44
rk Engineer	\$110.70	\$110.70	\$113.47	\$116.30	\$119.21
ty Specialist	\$174.13	\$174.13	\$178.48	\$182.95	\$187.52
rk Integration	\$96.29	\$96.29	\$98.70	\$101.16	\$103.69
rk Installer	\$78.58	\$78.58	\$80.54	\$82.56	\$84.62
LAN Administrator	\$121.65	\$121.65	\$124.69	\$127.81	\$131.00
dministrator	\$78.87	\$78.87	\$80.84	\$82.86	\$84.93
System Administrator	\$125.52	\$125.52	\$128.66	\$131.87	\$135.17
Administrator	\$96.24	\$96.24	\$98.65	\$101.11	\$103.64
ystems Integrator	\$111.68	\$111.68	\$114.47	\$117.33	\$120.27
esk Tech Support III	\$71.80	\$71.80	\$73.60	\$75.43	\$77.32
esk Tech Support II	\$59.47	\$59.47	\$60.96	\$62.48	\$64.04
esk Tech Support I	\$50.93	\$50.93	\$52.20	\$53.51	\$54.85
nentation Manager	\$104.96	\$104.96	\$107.58	\$110.27	\$113.03
cal Assistant/Clerical	\$43.52	\$43.52	\$44.61	\$45.72	\$46.87
PMO Consultant	\$244.90	\$244.90	\$251.02	\$257.30	\$263.73
PMO Consultant	\$211.11	\$211.11	\$216.39	\$221.80	\$227.34
Analyst	\$184.73	\$184.73	\$189.35	\$194.08	\$198.93
Requirements Analyst	\$226.95	\$226.95	\$232.62	\$238.44	\$244.40
Requirements Analyst	\$184.73	\$184.73	\$189.35	\$194.08	\$198.93
ements Analyst	\$163.62	\$163.62	\$167.71	\$171.90	\$176.20
requirements analyst	\$100.28	\$100.28	\$102.79	\$105.36	\$107.99
A Analyst			A-100=	****	00-11-1
11 mary st	\$242.78	\$242.78	\$248.85	\$255.07	\$261.45

HumanTouch, LLC© Page 47 of 55

IA Analyst	\$184.73	\$184.73	\$189.35	\$194.08	\$198.93
Junior IA analyst	\$100.28	\$100.28	\$102.79	\$105.36	\$107.99
Lead Systems Architect	\$263.90	\$263.90	\$270.50	\$277.26	\$284.19
Senior Systems Architect	\$248.07	\$248.07	\$254.27	\$260.63	\$267.14
Systems Architect	\$205.84	\$205.84	\$210.99	\$216.26	\$221.67
SPI Subject Matter Expert	\$248.07	\$248.07	\$254.27	\$260.63	\$267.14
Senior SPI Analyst	\$195.28	\$195.28	\$200.16	\$205.17	\$210.30
SPI Analyst	\$174.17	\$174.17	\$178.52	\$182.99	\$187.56

<sup>1-</sup>All non-professional labor categories must be incidental to and used solely to support hardware, software/or professional services, and cannot be purchased separately.

HumanTouch, LLC© Page 48 of 55

<sup>2-</sup>Travel costs will be additional to the labor rates, as authorized in the order.

# GSA PRICES FOR SOFTWARE 132-33, SOFTWARE MAINTENANCE 132-34, & TRAINING

## CORASWORKS SOFTWARE, SOFTWARE MAINTENANCE & TRAINING:

#### PERPETUAL USE SOFTWARE - SIN 132-33

	PERPETUAL USE SUFTWARE - SIN 132-33				
Manufacturer	MFR Part#	Product Description	GSA Price with IFF	Country of Origin	Warranty
CorasWorks	GS0010	CorasWorks v11 or Latest Current Version, Federal (Production) – Per server, perpetual, does not include Year 1 PASM	\$20,736.46	USA	See SW License
CorasWorks	GS0010-DEV	CorasWorks v11 or Latest Current Version, Federal (Development) - Per server, perpetual, does not include Year 1 PASM	\$8,886.65	USA	See SW License
CorasWorks	GS0010-COOP	CorasWorks v11 or Latest Current Version, Federal (COOP) - Per server, perpetual, does not include Year 1 PASM	\$11,848.87	USA	See SW License
CorasWorks	GS0030	CorasWorks PPM Federal Latest Current Version- Unlimited servers, perpetual, does not include Year 1 SMP	\$29,622.17	USA	See SW License
CorasWorks	GA30030	CorasWorks ITRM Federal Latest Current Version - Unlimited servers, perpetual, does not include Year 1 SMP	\$29,622.17	USA	See SW License
CorasWorks	GSUL0030	PPM Federal User License, Per user, per year; minimum 100 user	\$98.67	USA	See SW License
CorasWorks	GVZ1401	VizzyApp Term License for 50 users(10/user/mo)	\$5,924.43	USA	See SW License
CorasWorks	GA-GVA	Data Visualization Add-on (KTM)	\$15,113.35	USA	See SW License
CorasWorks	GS1001	CorasWorks v11 Tenant Term License (\$35,000 per tenant)	\$35,264.48	USA	See SW License

HumanTouch, LLC© Page 49 of 55

### **SOFTWARE MAINTENANCE - SIN 132-34**

SOLI WITE MITTINEE - SIN				11(102 04		
Manufacturer	MFR Part#	Product Description	GSA Price with IFF	Country of Origin	Warranty	
CorasWorks	GS0010-MP	CorasWorks v11 or Latest Current Version- Maintenance Plan (Production), Annual, starting in Year 1	\$8,885.64	USA	See SW License	
CorasWorks	GS0010-MPD	CorasWorks v11 or Latest Current Version- Maintenance Plan (Development), Annual, starting in Year 1	\$5,925.41	USA	See SW License	
CorasWorks	GS0010-MPC	CorasWorks v11 or Latest Current Version- Maintenance Plan (COOP), Annual, starting in Year 1	\$7,899.24	USA	See SW License	
CorasWorks	GS0030-MP	CorasWorks PPM Federal Latest Current Version Maintenance Plan, Annual, starting in Year 1	\$5,925.41	USA	See SW License	
CorasWorks	GA30030-MP	CorasWorks ITRM Federal Latest Current Version Maintenance Plan, Annual, starting in Year 1	\$5,925.41	USA	See SW License	
CorasWorks	GA-GVA-MP	Data Visualization Add-on (KTM) Maintenance Plan	\$5,037.78	USA	See SW License	
CorasWorks	GPS0061	Professional Services - Daily Rate	\$1,579.85	USA	See SW License	

## **TRAINING COURSES - SIN 132-50**

Manufacturer	MFR Part#	Product Description	GSA Price with IFF	Country of Origin	Warranty
CorasWorks	CorasWorks - GST0065 - Public Distance Learning Course	Public Distance Learning Course, Single Seat- Series of LiveMeetings, Includes student kit with presentation materials, notes, and CorasWorks job aides	\$1,476.17	USA	
CorasWorks	CorasWorks - GST0066 - Private Distance Learning Course	Private Distance Learning Course - Single Organization - Private distance learning course - single organization - up to 20 people	\$8,886.65	USA	

HumanTouch, LLC© Page 50 of 55

CorasWorks	CorasWorks - GST0069 - CorasWorks Custom Training	CorasWorks Custom Training - Per Day; for custom curriculum development; based on Statement of Work	\$1,974.81	USA
CorasWorks	CorasWorks - GSPS0061 - CorasWorks Workplace Builder	CorasWorks Workplace Builder Training Services - Per Day, plus travel and expenses; in accordance with government standards	\$1,974.81	USA

HumanTouch, LLC© Page 51 of 55

## USA COMMITMENT TO PROMOTE SMALL BUSINESS PARTICIPATION PROCUREMENT PROGRAMS

#### **PREAMBLE**

HumanTouch, LLC provides commercial products and services to the Federal Government. We are committed to promoting participation of small, small disadvantaged and women-owned small businesses in our contracts. We pledge to provide opportunities to the small business community through reselling opportunities, mentor-protégé programs, joint ventures, teaming arrangements, and subcontracting.

#### **COMMITMENT**

To actively seek and partner with small businesses.

To identify, qualify, mentor and develop small, small disadvantaged and women-owned small businesses by purchasing from these businesses whenever practical.

To develop and promote company policy initiatives that demonstrates our support for awarding contracts and subcontracts to small business concerns.

To undertake significant efforts to determine the potential of small, small disadvantaged and women-owned small business to supply products and services to our company.

To insure procurement opportunities are designed to permit the maximum possible participation of small, small disadvantaged, and women-owned small businesses.

To attend business opportunity workshops, minority business enterprise seminars, trade fairs, procurement conferences, etc., to identify and increase small businesses with whom to partner.

To publicize in our marketing publications our interest in meeting small businesses that may be interested in subcontracting opportunities.

We signify our commitment to work in partnership with small, small disadvantaged and womenowned small businesses to promote and increase their participation in Federal Government contracts. To accelerate potential opportunities please contact **7918 Jones Branch Drive**, **Suite 800, McLean, VA 22102**; e-mail: <a href="mailto:info@humantouchllc.com">info@humantouchllc.com</a>; **Phone**: (703) **910-5090 Fax:** (703) **890-1560**.

HumanTouch, LLC© Page 52 of 55

Agency

### BLANKET PURCHASE AGREEMENT SAMPLE

# BEST VALUE BLANKET PURCHASE AGREEMENT FEDERAL SUPPLY SCHEDULE

(Insert Customer Name)

In the spirit of the Federal Acquisition Streamlining Act (Agency) and (Contractor) enter into a cooperative agreement to further reduce the administrative costs of acquiring commercial items from the General Services Administration (GSA) Federal Supply Schedule Contract(s)\_\_\_\_\_\_.

Federal Supply Schedule contract BPAs eliminate contracting and open market costs such as: search for sources; the development of technical documents, solicitations and the evaluation of offers. Teaming Arrangements are permitted with Federal Supply Schedule Contractors in accordance with Federal Acquisition Regulation (FAR) 9.6.

This BPA will further decrease costs, reduce paperwork, and save time by eliminating the need for repetitive, individual purchases from the schedule contract. The end result is to create a purchasing mechanism for the Government that works better and costs less.

Signatures

Contractor

Date

Date

HumanTouch, LLC© Page 53 of 55

## (CUSTOMER NAME) BLANKET PURCHASE AGREEMENT

Pursuant to GSA Federal Supply Schedule Contract Number(s) \_\_\_\_\_\_, Blanket Purchase Agreements,

	Contractor rdering Age		ket Purchase Agreement (BPA) EXCLUSIVELY WITH					
1)		wing contract items can be ordered unde ns and conditions of the contract, except	r this BPA. All orders placed against this BPA are subject as noted below:					
	N	MODEL NUMBER/PART NUMBER	*SPECIAL BPA DISCOUNT/PRICE					
2)	Delivery:	DESTINATION	DELIVERY SCHEDULES / DATES					
3)		ernment estimates, but does not guarante	e, that the volume of purchases through this agreement					
4)	This BPA does not obligate any funds.							
5)	This BPA	This BPA expires onor at the end of the contract period, whichever is earlier.						
6)	The follow	wing office(s) is hereby authorized to pla	ace orders under this BPA:					
		OFFICE	POINT OF CONTACT					
7)	Orders wi	ill be placed against this BPA via Electro	onic Data Interchange (EDI), FAX, or paper.					
8)		herwise agreed to, all deliveries under the sthat must contain the following informations:	is BPA must be accompanied by delivery tickets or ation as a minimum:					
	b. Control c. BPA d. Mode e. Purch f. Date g. Quan incor infort		(SN); tem (unit prices and extensions need not be shown when ms; provided, that the invoice is itemized to show the					
9)	The requi	rements of a proper invoice are specified	l in the Federal Supply Schedule contract. Invoices will					

- be submitted to the address specified within the purchase order transmission issued against this BPA.
- 10) The terms and conditions included in this BPA apply to all purchases made pursuant to it. In the event of an inconsistency between the provisions of this BPA and the Contractor's invoice, the provisions of this BPA will take precedence.

HumanTouch, LLC© Page 54 of 55

## BASIC GUIDELINES FOR USING

#### "CONTRACTOR TEAM ARRANGEMENTS"

Federal Supply Schedule Contractors may use "Contractor Team Arrangements" (see FAR 9.6) to provide solutions when responding to a customer agency requirements.

These Team Arrangements can be included under a Blanket Purchase Agreement (BPA). BPAs are permitted under all Federal Supply Schedule contracts.

Orders under a Team Arrangement are subject to terms and conditions or the Federal Supply Schedule Contract.

Participation in a Team Arrangement is limited to Federal Supply Schedule Contractors.

Customers should refer to FAR 9.6 for specific details on Team Arrangements.

Here is a general outline on how it works:

- The customer identifies their requirements.
- Federal Supply Schedule Contractors may individually meet the customer's needs, or -
- Federal Supply Schedule Contractors may individually submit a Schedules "Team Solution" to meet the customer's requirement.
- Customers make a best value selection.

HumanTouch, LLC© Page 55 of 55